Visalia City Council

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

Tuesday, January 20, 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 and items listed on the Closed Session agenda. 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. **Receive the City of Visalia Annual Comprehensive Financial Report (ACFR)** -Receive a presentation on the report and accept it for the 2024-25 fiscal year. **25-0590**

2. **Annual Measure T independent accountants' report** - Review and accept the annual report on applying agreed-upon procedures for fiscal year ending 6/30/25. **25-0591**

3. **Annual Measure N independent accountants' report** - Review and accept the annual report on applying agreed-upon procedures for fiscal year ending 6/30/25. **25-0592**

4. **Neighborhood park development** - Recommendation and approval for the conceptual designs of two new neighborhood parks at the Elliott Property (west side of Roben Street south of Tulare Ave) and the Pearl Wood Property (one-quarter mile southeast of McAuliff Street and Cherry Avenue). **25-0607**

5. **Aquatic facility presentation** - Parks and Recreation Department management with consultants from Aquatics Design Group will deliver a presentation on aquatic facilities with a competitive pool and recreation amenities and receive direction from Council. **25-0609**

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 CHRIS ARCHER, NAZARENE CHURCH

SPECIAL PRESENTATION / RECOGNITION

Certificate of Recognition - Eagle Scout, Scout Troop 1920

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.** **25-0588**

2. **Authorization to Accept COPS Grant Expenditures -** Authorize and accept recommended expenditures for training, equipment, salary, and benefits for 1.5 police officer positions through the State of California fiscal year 2025/26 Citizens Option for Public Safety (COPS) Program funds of $224,616 and $223,197 for fiscal year 2024-25 COPS Growth funds for a total grant of $447,813 and appropriate $67,500 in the 631 grant fund. **25-0468**

3. **Youth Non-Profit Grant Awards** - Review and approval of the Citizens Advisory Committee recommendations for the 2026 Youth Non-Profit Grant Awards. **25-0519**

4. **Fire Department grant application confirmation -** Confirm authorization for staff to apply for the fiscal year 2026 State Homeland Security Grant Program (SHSGP) for the replacement purchase of standardized rescue personal protective equipment and life-safety rescue rope, in the amount of $18,225; authorize staff to accept the grant and appropriate funds if awarded. **25-0605**

5. **General Plan annual progress report** - Receive and accept the City of Visalia's General Plan annual progress report for 2025 and authorize staff to submit to the Governor's Office of Land Use and Climate Innovation. **25-0604**

6. **General Plan reserve area appropriation and contract award -** Appropriate an additional $25,000 from the General Fund and authorize the City Manager to award the contract for professional services for preparation of reserve area land use designations, specific plan for potential industrial land uses and program environmental impact report to QK, Inc. for a total amount not to exceed $491,517. **25-0521**

7. **Designate a portion of City owned property into public right of way** - Adopt Resolution 2026-01, designating a portion of City owned property located at the southwest corner of Roeben Street and Howard Avenue into the public right of way system. **25-0622**

8. **Award contract for short range transit plan update**- Authorize the City Manager to award a contract for the short range transit plan update to Jarret Walker and Associates and allocate $205,000 to the capital improvements project budget of which $136,000 will be paid by Tulare County Association of Governments on a reimbursement basis and $69,000 from local transit funding. **25-0458**

9. **Award on-call construction management and resident engineering services contract -** Authorize the City Manager to execute a one-year contract, with the option to renew for an additional four one-year periods, with four construction management and resident engineer consultants consisting of 4 Creeks, Inc., A & M Consulting Engineers, CCME, Inc., and NV5, Inc.; and place these firms on an on-call list to provide construction management and resident engineer services and related services in support of the city's capital improvement projects. The annual contract for each consultant shall not exceed $500,000 without additional authorization from the City Council. **25-0557**

10. **Award contract and transfer funds for Tulare Avenue Project -** Authorize the City Manager to award the construction contract to Don Berry Construction Inc. for the Tulare Avenue major road rehabilitation from Roeben to Demaree project in the amount of $4,473,867; authorize the transfer of $1,495,000 within the road maintenance and rehabilitation account (Senate Bill 1) fund between projects and authorize the transfer of $25,000 from the annual replace and relocate sanitary sewer mains project (CP9456). **25-0577**

11. **Award annual contract for engineered wood fiber to various city playground sites -** Authorize the City Manager to award contract to Air Applied Mulch, of Wilton, CA, for an annual amount not to exceed amount of $45,000. **25-0583**

12. **Award construction management services-** Authorize the City Manager to execute an agreement with 4 Creeks, Inc. to provide construction management services for the Tulare Avenue Major Street Rehabilitation from Roeben to Demaree in the amount of $275,000. **25-0585**

13. **Award construction material testing services -** Authorize the City Manager to execute an agreement with Krazan & Associates to provide geotechnical material testing services for the Tulare Avenue Major Street Rehabilitation from Roeben to Demaree in the amount of $75,000. **25-0586**

14. **Conditional award for Cameron Creek linear recharge project** - Conditionally authorize the City Manager to award the construction contract to Katch Environmental, Inc for the Cameron Creek linear recharge project in the amount of $2,201,753.32; approve change order number one for scope change in the reduction amount of ($32,913); and appropriate $845,125 from the General Fund 001 to be reimbursed as described in this report. **25-0453**

15. **Award annual contract for backflow testing, repairs, and maintenance services at various city owned locations -** Authorize the City Manager to award contract to AAA Backflow Prevention for an annual amount not to exceed amount of $49,842.50. 25-0611

16. **Award engineering design services** - Authorize the City Manager to award and enter into a contract with Brandley Engineering for the engineering design project for the design phase of the Taxilane "A" and "B" and Hangar H3 Row 10 reconstruction project at Visalia Municipal Airport. 25-0625

17. **Notice of completion** - Request authorization to file the notice of completion for the Valley Strong Ballpark Outfield Fence & Batter's Eye Replacement Project. 25-0603

18. **Park project notice of completion** - Request authorization to file a partial notice of completion for the booster pump installation project at various parks. 25-0610

19. **Park project notice of completion** - Request authorization to file a notice of completion for the Stonebrook Park shade structure design and installation services project. 25-0612

20. **Park project notice of completion** - Request authorization to file a notice of completion for the Sunset Park shade structure design and installation services project. 25-0613

21. **Park project notice of completion** - Request authorization to file a notice of completion for the Village Park shade structure design and installation services project. 25-0614

22. **Park project notice of completion** - Request authorization to file a notice of completion for the Whitendale Park shade structure design and installation services project. 25-0616

23. **Side letter agreement with employee group -** Adopt a side letter agreement approving the proposed changes to the Confidential Group Compensation and Benefit Summary and authorize the City Manager to execute same. 25-0621

24. **Fiscal Year 2026-27 federal congressional community project funding requests** - Approve the submittal of federal congressional community project funding requests for the upcoming 2026-27 fiscal year. 25-0627

REGULAR ITEMS AND PUBLIC HEARINGS

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

1. **Public Hearing and Ordinance Adoption** - Public Hearing, second reading and final adoption of Ordinance No. 2025-16 for the 2025 CA Building Code. **25-0606**

CLOSED SESSION REPORT

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. Upcoming City Council Meetings **25-0589**

   Monday, February 2, 2026 @ 7:00 p.m. at 707 W. Acequia

   Tuesday, February 17, 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 #: 25-0590 **Agenda Date:** 1/20/2026 **Agenda #:** 1.

Agenda Item Wording:
Receive the City of Visalia Annual Comprehensive Financial Report (ACFR) -Receive a presentation on the report and accept it for the 2024-25 fiscal year.

Deadline for Action: 1/20/2026

Submitting Department: Finance and Technology Services

Contact Name and Phone Number: Kari Williams, Financial Analyst, kari.williams@visalia.gov, 559-713-4298

Department Recommendation:
It is recommended that the City Council receive a presentation on the report, acknowledge receipt of the ACFR for the year ended June 30, 2025, and provide comments as appropriate.

Background Discussion:
The attached Fiscal Year (FY) 2024-25 ACFR represents the City's financial, operational, and current economic condition for the fiscal year ending June 30, 2025. The City's financial statements for this period have been audited by Brown Armstrong, Accountancy Corporation, the City's independent auditing firm. Their independent auditors report has been incorporated into the ACFR document. This item is presented to the City Council each year for review and acknowledgement.

State law requires the City of Visalia to prepare a complete set of audited financial statements. The attached FY 2024-25 ACFR fulfills this requirement.

The City's independent auditors, Brown Armstrong, have audited the City's financial statements prepared by finance staff for the fiscal year ended June 30, 2025, and have provided an unqualified (clean) opinion. An unqualified opinion concludes, with the highest level of assurance, that the ACFR presents fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City; and the respective changes in financial position. There was one audit finding for fiscal year 2024-25.

The ACFR is prepared annually in accordance with generally accepted accounting principles (GAAP) and reporting standards established by the national Governmental Accounting Standards Board (GASB), as verified during the independent auditor's examination. The June 30, 2025, ACFR continues to comply with the GASB reporting standards.

The financial statement information and audit opinion, as well as additional narrative and statistical information, is presented within the ACFR. Below is a listing of the different sections in the report:

- Transmittal letter by the City Manager and Finance Director
- Independent auditor's report
- Management's discussion and analysis
- Government-wide financial statements
- Fund financial statements
- Notes to basic financial statements
- Required supplementary information
- Supplementary information: combining statements and budgetary comparison schedules
- Statistical section
- Compliance section

The City issues copies of its ACFR to financial institutions and credit rating agencies for use in evaluating the City's financial position, as well as to the City Council, City management, and interested citizens. The City's ACFR will also be available on the City's web site.

The Government Finance Officers Association of the United States and Canada (GFOA) awards a Certificate of Achievement for Excellence in Financial Reporting which is only valid for a period of one year. The City recently received this award for the prior fiscal year (2023-24) and has now received the award for excellence in financial reporting for 39 consecutive years. The current report has been submitted and is under consideration for award. City staff believes the current report continues to exceed financial reporting standards.

New Reporting Requirements

The following Governmental Accounting Standards Board (GASB) Statements have been implemented in the current financial statements:

GASB Statement No. 101, *Compensated Absences*

The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The provisions of this statement are effective for fiscal year 2024-25. The City has implemented this statement for FY ending June 30, 2025 which affected the financial statements.

GASB Statement No. 102, *Certain Risk Disclosures*

The objective of this statement is to provide users of government financial statement with essential information about risk related to a government's vulnerabilities due to certain concentrations or constraints. The provisions of this statement are effective for fiscal year 2024-25. The City has implemented this statement for FY ending June 30, 2025. There was no effect on the financial statements as a result of implementing this statement, as there were no disclosures applicable to the City.

Financial Statements

The financial statements are separated into governmental and enterprise (Business) type funds.

Governmental funds and enterprise funds have different methods of accounting. Table 1 - Governmental and Enterprise Funds shows these differences.

Table 1- Governmental and Enterprise Funds

	Governmental Funds	Enterprise Funds
Capital Assets	Not Included	Included
Debt	Not Included	Included
Depreciation	Not Included	Included
Net Pension Liability (GASB 68)	Not Included	Included

Governmental Funds

Governmental funds are prepared on the modified accrual basis of accounting, which means they measure only current financial resources and uses. This basis focuses on (1) how cash and other financial assets can be readily converted to available resources and (2) the balances left at year-end that are available for spending. Capital assets and other long-lived assets along with long-term liabilities are not presented in the governmental fund financial statements. The City uses governmental funds to account for the General Fund (which includes the emergency reserve Fund), Measure N, American Rescue Plan, Transportation, Civic Center, as well as many other special revenue and capital project funds such as Measure T and Measure R.

2024-25 General Fund Summary

Fiscal year 2024-25 had growth in Visalia's General Fund major revenue categories of Sales Tax, Property Tax, and Transient Occupancy Tax. At June 30, 2025, the California consumer price index stood at 3.0% and employment in the state continued to show signs of slowing as the unemployment rate had climbed to 5.4%, an increase from the June 30, 2024 rate of 5.2%. Nationally, employment remained steady as the national unemployment rate was at 4.1%, nearly at the natural unemployment rate of 4% that the Federal Open Market Committee wants to see.

Fiscal year 2024-25 ended the year with an overall increase of $3.0 million in the total economic-sensitive revenue category for the General Fund as shown in Table 2 - Economic Sensitive Revenues. Most of this increase is from property tax which had a $2.7 million increase over the prior year.

Table 2 - Economic Sensitive Revenues
(as shown in the Financial Statements)

Description	FY 23/24	FY 24/25	Increase Over Prior Year	% Increase
Sales Tax	$ 47,622,285	$ 48,662,242	1,039,957	2.2%
Property Tax	34,380,889	37,080,901	2,700,012	7.9%
Transient Occupancy Tax	4,789,890	5,001,865	211,975	4.4%
Franchise Fees	4,017,299	3,232,921	(784,378)	-19.5%
Business License	3,471,519	3,340,082	(131,437)	-3.8%
Total	**$ 94,281,882**	**$ 97,318,011**	**3,036,129**	**3.2%**

Sales tax for the year rebounded from last year's contraction, ending fiscal year 2024-25 with a 2.2% increase. The addition of new businesses throughout the City and within the growing industrial park help contribute to the growth. The main areas of the increase in sales tax for Visalia were general retail (department stores, apparel stores, furniture/appliance stores) which grew 2.30%, food products (restaurants, food markets, liquor stores) which grew 3.75%, and transportation (new and used auto sales, service stations) which had a slight increase of 0.5%. Property tax continued its trend increasing 7.9% as growth in property values remained strong; new development occurred; and the housing market continued to offer premium price levels. Travel stays to the area continued to grow for the year as there was an increase of 4.4% in transient occupancy Tax (TOT) revenue. Contributing to this growth was the implementation of new TOT online payment software as well as increased collection efforts in the short-term rental sector. Franchise Fee revenue saw a significant decrease of 19.5% when compared to the prior fiscal year mainly due to natural gas franchise fee payments. According to the Southern California Gas Company, the decrease was the result of a decrease in usage and price procurement when compared to the unprecedented levels seen in 2023. Decreases were seen across most jurisdictions. Business license revenue decreased 3.8% when compared to last year as the implementation of a new online business license billing and receipt system resulted in adjustments that occurred due to the transition of systems.

Visalia has 13,990 licensed businesses operating in the City, a net increase of 517 as compared to last year. These businesses include private manufacturing, technology research, retail and service businesses, educational services, healthcare and social assistance, consulting, arts and entertainment, hospitality services, along with non-profit institutions.

With careful management, the City was able to continue to provide service enhancements, infrastructure improvements, and increases in employee compensation. As shown in Table 3 - General Fund Statement of Revenues & Expenditures, the General Fund ended the year with nearly no change in fund balance and therefore no surplus. This was mainly due to the implementation of Governmental Accounting Standards Board Statement No. 101 (GASB 101), which is a required accounting change that updates and standardizes the recognition and measurement guidelines for compensated absences (employee earned vacation and sick time). The implementation of GASB 101 resulted in a General Fund transfer out (other financing use) of $3.88 million to reinstate the prior year plus an additional operating expense of $0.5 million for FY 2024/25 to the compensated absences fund. Without this required accounting change, the General Fund would have had a surplus of $4.28 million.

Table 3 - General Fund Statement of Revenues & Expenditures (in millions)

	General Fund FY 24/25	Emergency Reserve FY 24/25	Capital Project Fund FY 24/25	Total FY 24/25
Revenues	$ 110.90	$ 1.32	$ -	$ 112.22
Expenditures	91.12	0.01	4.61	95.74
Over/(Under) Expenditures	$ 19.78	$ 1.31	$ (4.61)	$ 16.48
Other Financing Sources (Uses)	$ (19.88)	$ -	$ 30.91	$ 11.03
Change in Fund Balance before Transfers	$ (0.10)	$ 1.31	$ 26.30	$ 27.51
Surplus before Transfers to Emergency Reserve and Center Fund	$ (0.10)	$ 1.31	$ 26.30	$ 27.51
Transfer surplus to Emergency Reserve Fund*	$ -	$ -	$ -	$ -
Transfer surplus to Civic Center Fund*	-	-	-	-
Total Net Change in Fund Balance	$ (0.10)	$ 1.31	$ 26.30	$ 27.51

*Note - April 15, 2024 Council directed staff on the Emergency Reserve Policy: all surpluses will be d the General Fund Emergency Reserve to maintain 30% of operating expenditures. Any remaining su transferred into the Civic Center Fund.

Although there was no surplus this year due to the implementation of GASB 101, there was growth in a few of the main General Fund revenue categories as discussed earlier. In addition, the General Fund saw growth in charges for services which was up $2.6 million as engineering and subdivision fees were up $2 million and charges for fire strike team services were up $0.5 million. Furthermore, uses of money and property (interest income) was up $0.3 million as the average earnings interest rate was 3.82% for the year as compared to 3.37% for the prior year. However, expenditures in the General Fund grew $17.6 million over the previous fiscal year. Increases of $9.4 million occurred in salaries and benefits as contracted wage increases occurred, longevity pay was implemented, pension costs grew, health benefit costs increased, and vacancies were filled. Capital expenditures vary from year to year but grew $5.6 million this fiscal year as projects progressed. Finally, operating expenditures had increases of $2.6 million as costs continue to rise.

The balance between revenues and expenditures in the General Fund can be volatile from year to year. The City will continue to monitor rising operating costs (i.e., pension costs, health insurance, technology), and the economy for a possible downturn (recession). Economists are speculating that the national economic outlook for 2026 is one with slowing Gross Domestic Product (GDP) growth with inflation cooling as the Federal Open Market Committee (FOMC) continues to make cuts to the federal funds rate. However, outlook predictions can easily be affected by trade tensions, uncertainty with tariffs, and federal policies. These issues affect the economy locally as they have ramifications in both industrial and consumer consumption which may affect sales tax revenue for the City. The City must continue to seek new opportunities to increase tax base revenues to help maintain fiscal sustainability.

The General Fund's fund balance (including the emergency reserve) is $86.6 million at fiscal year-end. It is important to remember that fund balance is not cash. Fund balance is the amount left after liabilities are subtracted from assets. A positive fund balance means that there are more assets than

liabilities; a negative fund balance means just the opposite. The General Fund's fund balance is split into the following categories (2024-25 ACFR pg 89):

- Nonspendable fund balance - $2.0 million for items such as inventory, prepaids, deposits, supplies, long term receivables and advances to other funds.

- Restricted fund balance - $18.3 million for ARPA capital expenses.

- Committed fund balance - $25.4 million for Council authorized encumbrances (contracts awarded that are not paid out) and specific purposes such as the emergency reserve (currently at $24.0 million, 27.5% of the General Fund's operating costs).

- Assigned fund balance - $38.2 million for advances to custodial funds, capital projects that have been budgeted but not started, CalPERS unfunded liability payment for FY 2025-26 and the Successor Agency Note.

- Unassigned fund balance - $2.7 million is primarily used for three reasons:

1. Grants - To temporarily advance one-time expenditures which are awaiting grant funds. The City receives many grants, and typically, funds that have grants will need a cash advance due to the timing of the grant reimbursements and the crossing of fiscal years. Grant advances are typically paid back within 1-2 years.

2. Impact F=fees - To advance money in order to keep moving forward on large projects. When advances happen, the amount of the advance is transferred out of unassigned fund balance to assigned fund balance. When the advances are paid back to the general fund, those amounts are transferred back to the unassigned fund balance. If the money is not available to advance from the unassigned funds, then the money would need to come from the committed funds that have been set aside for emergency reserves or capital projects. This is not ideal because this could postpone projects or cause there to not be enough in reserves for when it is needed. Advances for capital projects are typically paid back over larger periods of time (5-10 years). For example, the fire impact fees assisted with the construction of stations 55 and received an advance that was recently paid back. Also, the police impact fees are projected to need an advance of $1.5 million to make the VECC debt payments for the life of the debt which will be fully paid off in 2029.

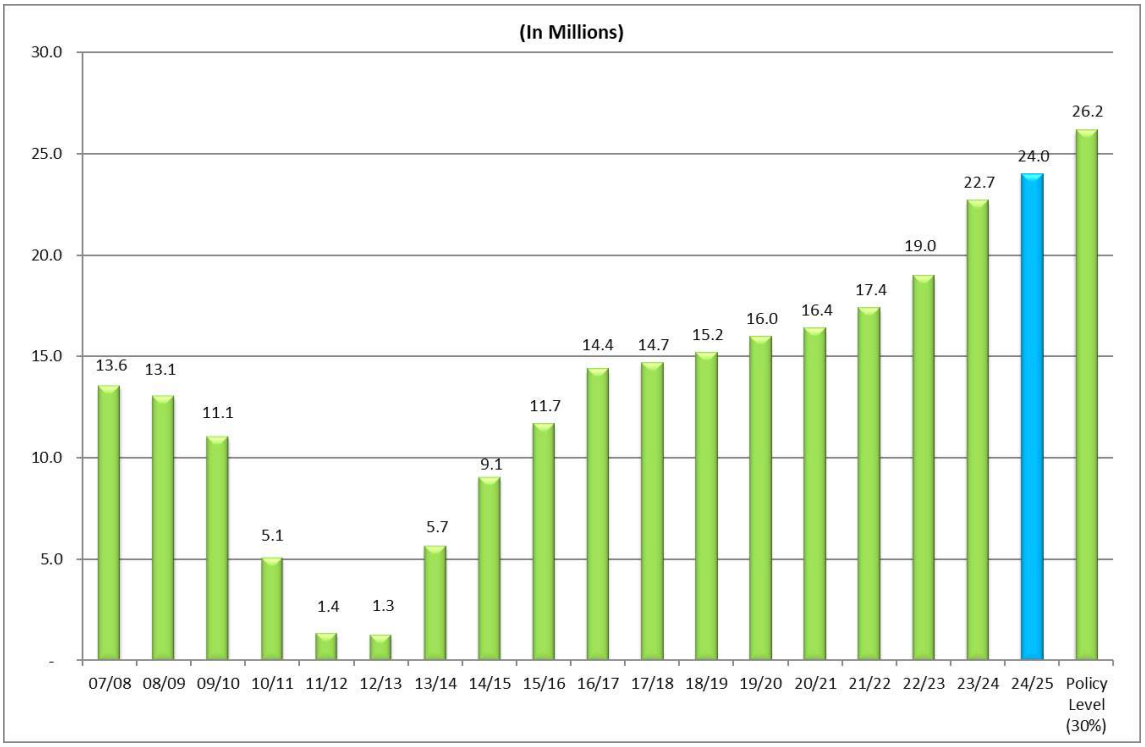
3. Prior year adjustments - The City financial statements are a summary of the year and are comprised of many numbers, categories, funds, objects and task numbers. As staff continues to audit numbers and compare to prior years, accounting errors are found and need to be adjusted. For example, expenditures for FY 2023-24 may have been coded to FY 2024-25 and are found when reviewing FY 2024-25. In addition, the Financials include receivables that may be written off due to bad debt or fees waived once they have complied with City regulations. If the Unassigned Fund Balance category did not exist, these adjustments would need to come from the committed funds that have been set aside for emergency reserves or capital projects.

However, these funds may be considered a part of the emergency reserves and at the end of the fiscal year, at the Council's discretion, can be added to the emergency reserves or any other

designation. Staff does not recommend depleting this category because, in the end, using committed funds that have been set aside for emergency reserves or capital projects is not ideal for advancing for grant reimbursements, capital projects, and prior year adjustments. This would cause the emergency reserves or any other fund to increase and decrease as accounting adjustments are made and money is borrowed leaving uncertainty in the amount available at any given time.

As shown in Table 4 - General Fund Emergency Reserves, the emergency reserves ending balance for FY 2024-25 was at $24.0 million (27.5%) which is slightly less the Council policy level of 30% of operating expenditures.

Table 4 - General Fund Emergency Reserves



Other Governmental Funds

- The **Measure N** fund (FY 2024-25 ACFR: page 34 & 38) is used to account for the half-cent sales tax override approved by the citizens of Visalia in November 2016 which funds increased City essential services of Police, Fire, Streets and Parks. Total revenues for the year were $20.9 million. Total expenditures were $15.4 million including transfer in of $24K and transfer out of $0.2 million. The Measure N Fund's balance increased $5.3 million to $42.2 million.

- The **American Rescue Plan** fund (FY 2024-25 ACFR: page 34 & 38) is used to account for the American Rescue Plan Act federal grant funding. Monies can only be used according to the plan guidelines. The final reporting to close out the fund has been completed and the fund balance is zero.

- The **Transportation** fund (FY 2024-25 ACFR: page 35 & 39) is used to account for the financing and construction of new streets, roads, and various new transportation infrastructure and facilities. Funding is provided by Transportation Impact Fees. The Transportation fund's fund balance increased $4.6 million to $36.0 million as a result of revenues exceeding capital projects for the year.

- The **Civic Center** fund (FY 2024-25 ACFR: page 35 & 39) is used to account for the construction of the Civic Center and related capital improvement projects. Revenue is collected from land sales, one time monies as incentive revenues, General Fund surplus, and other transfers authorized by City Council. The Civic Center Fund's balance decreased $0.5 million mainly due to capital expenses of $4.8 million off set by interest earnings of $4.3 million which includes fair market gains.

- All **Other Governmental Funds** (FY 2024-25 ACFR: page 35 & 39) (referred to as non-major funds) are not presented separately in the basic financial statements but are individually presented in Supplementary Information. Combined they received $69.0 million in revenue and have a combined Fund Balance at year-end of $172.5 million. The larger funds in this category include special service districts at $18.2 million, Measure T Fire at $8.1 million, Measure T Police at $10.9 million, Measure R local at $19.4 million, Highway Users at $18.5 million, recreational facilities at $12.1 million, housing & community grants at $27.3 million, Housing Successor Agency at $10.2 million and government facilities impact fee at $11.6 million.

Business Type Funds

Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for the Water Reclamation Facility, Storm Sewer Maintenance, Solid Waste, and Transit, which are considered to be major funds of the City and Convention Center, Airport, Building Safety, and Animal Control which are considered to be non-major funds of the City.

Enterprise funds also recognize the net pension liability as required by GASB 68. As a result, annual adjustments are required to adjust to the net pension liability being reported by CalPERS for our employee retirement plans. Changes in the net pension liability occur as a result of annual actuarial valuations performed by CalPERS on our plans, investment earnings for the year, and changes to pension formula assumptions made by CalPERS. These annual GASB 68 adjustments to the net pension liability affect the Salaries, Wages and Employee Benefits line item reported under Operating Expenses (pages 46 and 47) as any adjustment is made to pension expense. Below is a brief summary of changes for each Enterprise Fund's revenues and expenditures. These summaries compare each fund to last fiscal year.

Major Funds

- **Water Reclamation Facility** (FY 2023-24 ACFR: page 44 & 46) Operating revenues increased $1.7 million. Revenues had increases in trunk line capacity fees of $1.0 million, front footage fees of $0.2 million, septage receiving fees of $0.1 million, residential fees of $0.1 million, commercial fees of $0.3 million, and services provided of $0.3 million, offset by a

decrease in industrial fees of $0.3 million. Operating expenses increased by $3.6 million mainly due to increases in maintenance and operations of $3.5 million which had increases in utility expenses of $0.1 million, allocated expenses and services provided of $0.3 million, capital related activity of $2.6 million, chemicals of $0.2 million, equipment maintenance of $0.1 million, dump charges of $0.1 million and computer software support of $0.1 million. Increases were also seen in salaries and benefits of $0.1 million as the result of wage and benefit increases and annual pension adjustments.

- **Storm Sewer Maintenance** (FY 2024-25 ACFR: page 44 & 46) Operating revenues of $1.4 million were consistent with the prior year. Operating expenses increased by $0.2 million including increases in salaries and benefits of $0.1 million as the result of wage and benefit increases and annual pension adjustments and increases in maintenance and operations of $0.1 million for allocated expenses and services provided.

- **Solid Waste** (FY 2024-25 ACFR: page 44 & 46) Operating revenues of $24.1 million were consistent with the prior year. Operating expenses increased by $4.2 million due to increases in salaries and benefits of $2.1 million as the result of wage and benefit increases and annual pension adjustments, depreciation expenses of $0.1 million, and maintenance and operations of $2.0 million mainly due to allocated expenses and services provided of $1.2 million, capital related activity of $0.9 million, offset by a decrease in bad debts of $0.1 million.

- **Transit** (FY 2024-25 ACFR: page 44 & 46) Operating revenues increased $8.1 million from last year. The majority of the increase was operating grant revenue of $7.2 million due to the timing of when the City receives the grant funding and receiving more in transit assistance grant funding which can fluctuate from year to year. Increases were also seen in Sequoia Shuttle National Park reimbursement of $0.7 million, and farebox and ticket sales of $0.3 million, offset by a decrease in CNG sales and carbon credits of $0.1 million. Operating expenses increased by $8.2 million mainly due to increases of $7.9 million in maintenance and operations including new vendor providing bus services (RATP Dev USA Inc.) of $7.4 million, CNG fuel of $0.1 million, capital related activity of $0.2 million, and allocated expenses and services provided of $0.2 million. Increases were also seen in depreciation expense of $0.2 million and salaries and benefits of $0.1 million as the result of wage and benefit increases and annual pension adjustments.

Non-Major Funds

- **Convention Center** (FY 2024-25 ACFR: page 164 & 165) Operating revenues increased by $0.2 million. Increases were mainly seen in conference room rental, equipment rental, bar sales, and security services of $0.2 million. Operating expenses increased by $0.5 million mainly due to increases in maintenance and operations of $0.4 million including increases in allocated expenses and services provided of $0.2 million, security services of $0.1 million and utilities of $0.1 million due to higher event activity. An increase was also seen in salaries and benefits of $0.1 million as the result of wage and benefit increases and annual pension adjustments.

- **Airport** (FY 2024-25 ACFR: page 164 & 165) Operating revenues of $2.4 million were consistent with the prior year with an increase in grant funding of $0.1 million and a decrease

in fuel sales of $0.1 million. Operating expenses increased by $0.2 million in salaries and benefits as the result of wage and benefit increases and annual pension adjustments.

- **Building Safety** (FY 2024-25 ACFR: page 164 & 165) Operating revenues increased by $0.6 million due to an overall increase in construction permits compared to prior years activity. Operating expenses decreased by $0.4 million mainly in maintenance and operations consisting of allocated expenses and services provided of $0.3 million and computer software support of $0.1 million. Salaries and benefits were consistent with the prior year including minor fluctuations as the result of wage and benefit increases and annual pension adjustments.

- **Animal Control** (FY 2024-25 ACFR: page 164 & 165) Operating revenues increased by $0.4 million mainly due to an increase in animal service contract charges of $0.3 million for Dinuba, Exeter and Farmersville and $0.1 million for grant funding for assistance to owners for reclaiming their pet. Operating expenses increased by $0.1 million mainly due to grant expenses of $0.1 million consisting of services for animals including daily boarding and impound fees, vaccinations and spay/neuter fees. Salaries and benefits were consistent with the prior year including minor fluctuations as the result of wage and benefit increases and annual pension adjustments.

- **Internal Service Funds** (FY 2024-25 ACFR: page 170 - 173) There are several funds designed to set aside resources to pay for replacement of vehicles and computers as well as insurance costs. Fiscal Year 2024-25 expenditures exceeded revenues by $1.3 and there was a restatement of $4.7 million due to implementation of GASB 101. Fund balances at year end were $45.7 million.

Summary

There are three business funds that have Council authorized subsidies, the Convention Center ($1.5 million operations + $0.4 million capital set-aside + $1.1 million debt), Animal Control ($1.1 million operations + $0.6 million debt), and baseball ($0.6 million operations + $7.7 million capital) which are shown on the financial statements and notes as transfers. Subsidies are not paid back. All other funds receive an advance when revenues don't cover operations. Advances are made from the General Fund which requires reimbursement and charges the investment rate plus 1%. All advances are shown in the ACFR on page 76.

Overall, the City is in a good financial condition that will help the organization withstand future economic downturns.

Fiscal Impact: N/A

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to accept the Fiscal Year 2024-25 Annual Comprehensive Financial Report (ACFR).

Attachments: Annual Comprehensive Financial Report (ACFR) for Fiscal Year Ended June 30, 2025.

State of California

City of Visalia

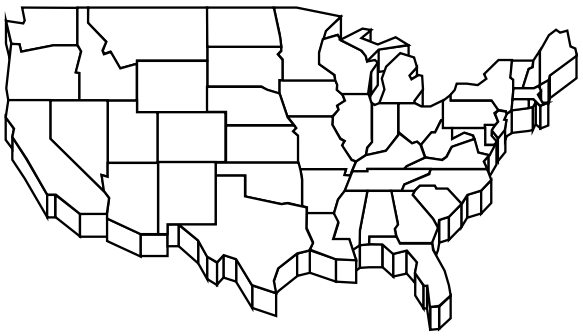
Annual Comprehensive Financial Report

Fiscal Year Ended June 30, 2025

CITY OF VISALIA
STATE OF CALIFORNIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Year Ended June 30, 2025



Prepared by the Finance Department

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VISALIA

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Introductory Section

VISALIA

December 15, 2025

To the Honorable Mayor, City Council, and Citizens of the City of Visalia:

We are pleased to submit the City of Visalia's (the City) Annual Comprehensive Financial Report (ACFR) for the fiscal year July 1, 2024 through June 30, 2025. The City Charter (Article VI - Section 17) requires that a licensed certified public accountant conduct an annual audit at the end of each fiscal year and issue a complete set of financial statements to be submitted to City Council. The ACFR is also intended to provide relevant financial information to the residents of Visalia, taxpayers, creditors, investors, and other interested parties. Like many financial reports, the ACFR is a "snapshot in time". It reflects the financial condition of the organization at a specific point in time. The complex financial operations of a city are extremely dynamic and constantly undergoing change. This is not a document requiring decision-making or adjustment, it is a merely a reflection of a financial point in our history that provides an open and transparent review of our operations.

This letter of transmittal provides a non-technical summary of City finances, services, achievements, and economic prospects. We ask that readers who wish a more detailed discussion of the City's financial results refer to Management's Discussion & Analysis ("MD&A") contained in the Financial Section of the ACFR.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatement. This ACFR has been prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America as promulgated by the Government Accounting Standards Board (GASB).

The City contracted with Brown Armstrong Accountancy Corporation, a firm of Certified Public Accountants licensed to practice in the State of California, to perform the annual independent audit. The auditors expressed an opinion that the City's financial statements for fiscal year 2024-2025 are fairly stated in accordance with accounting principles generally accepted in the United States of America (GAAP). This is the most favorable conclusion and is commonly known as an "unmodified" or "clean" opinion. The independent auditor's report is included in front of the Financial Section of this report.

The ACFR is organized into four sections:

- The **Introductory Section** provides this transmittal letter which includes information about the governmental structure, economic activities of the community, and notable financial activities.

- The **Financial Section** includes the financial statements, notes, and supplemental information. It has management's discussion and analysis (MD&A) which immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the Basic Financial Statements including notes, the Required Supplementary Information and Supplementary Information.

- The **Statistical Section** includes tables containing historical financial data, debt statistics, and miscellaneous social and economic data of potential interest to readers of financial documents. The data also includes ten-year revenue and expenditure data.

- The **Compliance Section** includes the Bond Disclosure Requirements.

CITY PROFILE

Basic Information

Visalia is located in the central San Joaquin Valley in California, approximately 185 miles north of Los Angeles and 220 miles south of San Francisco. Visalia is the county seat and principal trading center for Tulare County, which is currently one of the most productive agricultural counties in the United States. Currently, the City has a land area of approximately 40 square miles with an estimated population of 146,978 as of April 2025, making it the 40th largest city in California (*Department of Finance, State of California)*.

The City was founded in 1852, incorporated in 1874, and became a charter city in 1923. The charter was amended in 1974 and the City operates under a Council-Manager form of government. The City Council is comprised of five members who are elected to alternating four-year terms staggered every two years. Beginning in November 2016, the Council elections moved from at-large elections to district-based elections. The Council selects two of its members to serve as Mayor and Vice Mayor for a two-year term. City Council is responsible for making policy, passing ordinances, adopting the budget, appointing committees, and hiring the City Manager and the City Attorney. The City Manager is responsible for carrying out the ordinances and polices of the City Council, overseeing operations, and appointing, with Council approval, the City's department heads.

Types of Services

The City provides a full range of municipal services including those required by statute or charter. These services include Police, Fire, Planning, Building Safety, Successor Agencies to Redevelopment, Housing and Economic Development, Wastewater Treatment and Collection, Storm Water Collection, Ground Water Recharge, Solid Waste, Streets, Parks, Traffic Safety, Transit, Airport, Recreation, Convention Center, Senior Center, and General Administrative Services.

BUDGET

The City Council is required to adopt a budget by no later than the close of the prior fiscal year. The budget is prepared on a two-year basis and serves as the foundation for the City's fiscal planning and financial control. The budget is organized by departments (e.g., Parks and Recreation), by funds (e.g.,

Transportation), and by divisions (e.g., Planning). The City Manager may transfer appropriations within a fund, provided that the total appropriation is not increased.

The City's Capital Budget is considered as part of the City's Five-Year Capital Improvement Plan. The first two years of the capital expenditure plan is adopted with the two year budget.

ECONOMIC CONDITION

Fiscal year 2024-25 had growth in Visalia's General Fund major revenue categories of Sales Tax, Property Tax, and Transient Occupancy Tax. At June 30, 2025, the California consumer price index stood at 3.0% and employment in the state continued to show signs of slowing as the unemployment rate had climbed to 5.4%, an increase from the June 30, 2024 rate of 5.2%. Nationally, employment remained steady as the national unemployment rate was at 4.1%, nearly at the natural unemployment rate of 4% that the Federal Open Market Committee wants to see.

Fiscal year 2024-25 ended the year with an overall increase of $3.0 million in the total economic-sensitive revenue category for the General Fund as shown in Table 1 – Economic Sensitive Revenues. Most of this increase is from Property Tax which had a $2.7 million increase over the prior year.

Table 1 - Economic Sensitive Revenues
(as shown in the Financial Statements)

Description	FY 23/24	FY 24/25	Increase Over Prior Year	% Increase
Sales Tax	$ 47,622,285	$ 48,662,242	$ 1,039,957	2.2%
Property Tax	34,380,889	37,080,901	2,700,012	7.9%
Transient Occupancy Tax	4,789,890	5,001,865	211,975	4.4%
Franchise Fees	4,017,299	3,232,921	(784,378)	-19.5%
Business License	3,471,519	3,340,082	(131,437)	-3.8%
Total	**$ 94,281,882**	**$ 97,318,011**	**$ 3,036,129**	**3.2%**

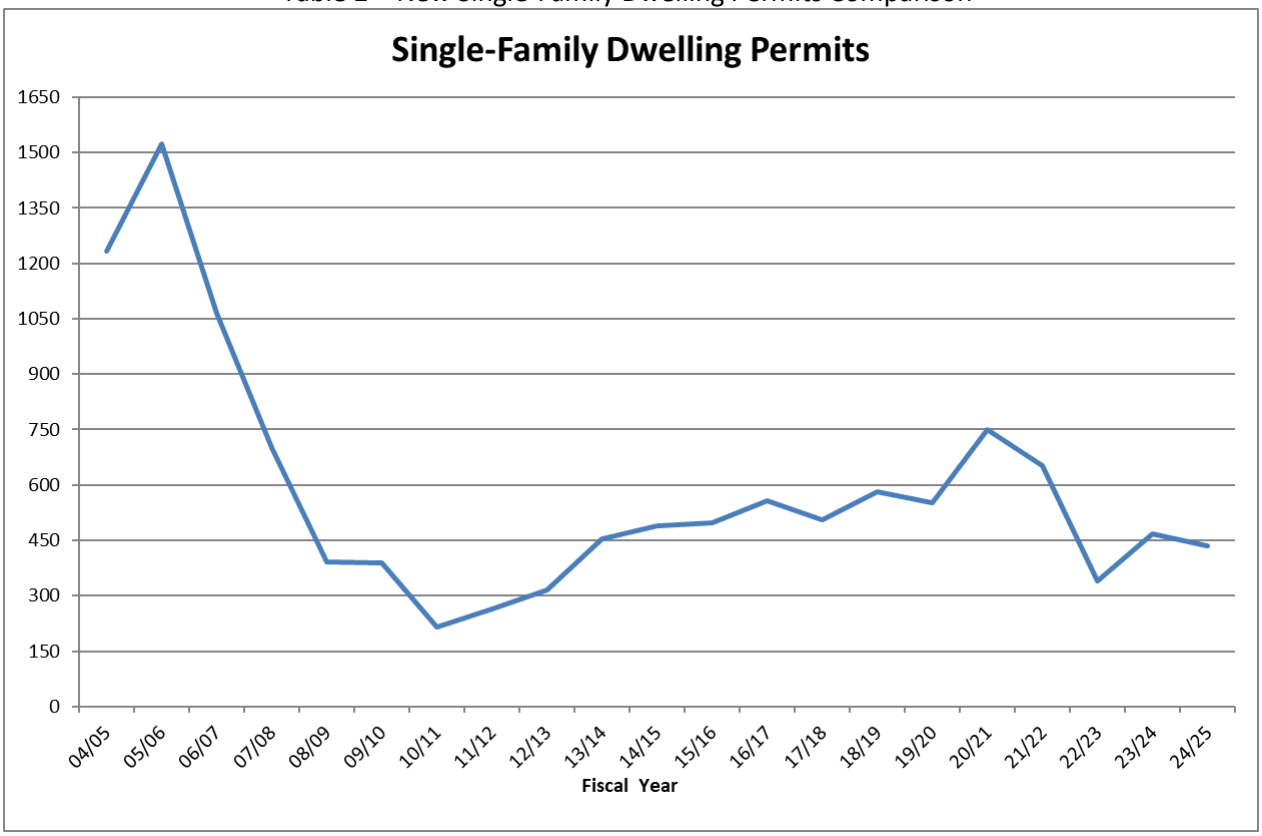
Sales Tax for the year rebounded from last year's contraction, ending fiscal year 2024-25 with a 2.2% increase. The addition of new businesses throughout the City and within our growing Industrial Park help contribute to the growth. The main areas of the increase in Sales Tax for Visalia were General Retail (department stores, apparel stores, furniture/appliance stores) which grew 2.30%, Food Products (restaurants, food markets, liquor stores) which grew 3.75%, and Transportation (new and used auto sales, service stations) which had a slight increase of .5%. Property Tax continued its trend increasing 7.9% as growth in property values remained strong; new development occurred; and the housing market continued to offer premium price levels. Travel stays to the area continued to grow for the year as we saw an increase of 4.4% in Transient Occupancy Tax (TOT) revenue. Contributing to this growth was the implementation of new TOT online payment software as well as increased collection efforts in the short-term rental sector. Franchise Fee revenue saw a significant decrease of 19.5% when compared to the prior fiscal year mainly due to natural gas franchise fee payments. According to the Southern California Gas Company, the decrease was the result of a decrease in usage and price procurement when compared

to the unprecedented levels seen in 2023. Decreases were seen across most jurisdictions. Business License revenue decreased 3.8% when compared to last year as the implementation of a new online business license billing and receipt system resulted in adjustments that occurred due to the transition of systems.

Visalia has 13,990 licensed businesses operating in the City, a net increase of 517 as compared to last year. These businesses include private manufacturing, technology research, retail and service businesses, educational services, healthcare and social assistance, consulting, arts and entertainment, hospitality services, along with non-profit institutions.

Construction activity in the City increased 5.4% (based on the number of all permits issued) in fiscal year 2024-25. The total valuation for all permits issued was $410 million, a 15% decrease from the prior year as the City added .7 million square feet of new commercial property and 1.6 million square feet of space overall. Issued single-family dwelling permits for fiscal year 2024-25 had a decrease of 7% when compared to the prior year as shown in Table 2 – New Single-Family Dwelling Permits Comparison. The construction value for 434 new single-family dwelling permits came in at $150 million, which was down 4% from the prior year valuation level.

Table 2 – New Single-Family Dwelling Permits Comparison



Overall, construction activity drives the revenue collection in several categories and is an indicator of future activity for several other categories, such as property taxes, impact fees, and storm and sanitary sewer system fees.

DEVELOPMENT

The City of Visalia continued to have new additions industrially, commercially, and in other developments throughout the community in fiscal year 2024-25, several of which are named within each category as described here.

Industrial Park

The Industrial Park continues to expand with new additions and ongoing projects.

Seefried Industrial Properties has completed an EIR process for a 280-acre development north of Riggin Avenue between Kelsey Street and Shirk.

College of the Sequoias has purchased an existing facility at 1233 North Century to expand training offerings provided by their Training Resource Center. The increased space will allow the Training Center to bring in more specialized equipment for skills training to help provide the City with a skilled workforce for a growing industrial job market.

A proposed new multi-phased development will be located at Nicholas Avenue and Freedom Street. The first phase will consist of a 35,000 square foot warehouse building with four warehouse lease spaces. The second phase will consist of a 8,750 square foot warehouse building with phase 3 finishing out the development with a 9,000 square foot warehouse.

G3 Development has completed construction of a 310,000 square foot facility at 1030 North Kelsey.

Some new tenants that have come to the area over the past year include Cameron Ashley Building Products, Midwest Veterinary Supply, White Cap Supply, and Living Spaces.

Business Research Park

The Business Research Park located in northwest Visalia adjacent to the Industrial Park had some activity over the last year as well.

Carmax has completed construction in the Visalia Auto Plaza located northwest of Highway 198 and Plaza Drive and is now open.

The Fahrney Auto Group begun construction of its used car sales concept, My Car Park, in the area.

Visalia Hyundai is also considering a new location in the area.

Mooney Boulevard

Sequoia Mall is currently undergoing complete refurbishment. The next phases will include a conversion of the former Bed Bath and Beyond building into smaller suites. This follows completion of a new Sephora, Osh Kosh, Carter's, and Sketchers which are all located near Hobby Lobby.

Local favorite Orange Works is looking to open a new Mooney Boulevard restaurant in the former Crown Dry Cleaners located between Tulare Avenue and Walnut Avenue. The restaurant will also feature a drive-thru.

Downtown

Tazzah, Coffee & Tea will open in the original Tulare Co. Farm Bureau historic building located at 112 East Oak Avenue.

Owners of Sushi Kuu are going to be opening a new restaurant, Ramen Kuu, at 117 West Main Street in the former Metropolis Body Spa building.

Moving forward this year is the Bridging Horizons Play Park project, Visalia's first fully inclusive playground and park. The project is located just east of Imagine U Children's Museum.

North Visalia

Development at Orchard Walk West located at Dinuba Boulevard and Riggin Avenue continues to progress. A new phase has been completed and includes Burlington Coat Factory, Ulta Beauty, and Five Below which are all now open.

Raising Cane's is now open in the Orchard Walk West center.

Construction of a new Costco at the corner of North Shirk Street and Riggin Avenue has begun. The 159,352 square foot Costco will also offer a car wash and fuel facility. Costco intends to be open early 2026.

Additional Visalia Developments

A second Vallarta Supermarket is currently under construction near Lovers Lane and Noble Avenue. The 53,000 square foot space will anchor additional spaces including a 26,000 square foot space and several other retail and food spaces.

Construction of a new Towneplace Suites by Marriott is nearing completion. It is located near the Holiday Inn Express in the Adventure Park area.

A new 2,800 square foot drive-thru restaurant is being proposed at the southeast corner of Stonebrook Street and Caldwell Avenue across from The Human Bean.

ONGOING CAPITAL PROJECTS

The City's Capital Improvement Program has a number of significant projects currently underway that will continue into fiscal year 2025-26 and beyond.

Caldwell Improvements – Santa Fe to Lovers Lane

- The $22.9 million project is widening Caldwell Avenue between Santa Fe and Lovers Lane converting it from an undivided two-lane road to a four-lane divided road with a median.

Shirk Street Improvements

- The $5.1 million project will widen Shirk Street over Mill Creek and will include culvert extensions as well as the extension of an existing storm drain line.

Civic Center Phase II

- The $92 million project will design and construct phase two of the Civic Center to be located next to the Visalia Emergency Communication Center. The facility will consist of a Public Safety Administration building, an Evidence Storage building, and a new City Council Chambers.

Riggin Improvements

- The $11.4 million project will widen Riggin Avenue from Kelsey Street to Shirk Street converting it from an undivided two-lane road to a four-lane road with median. This will improve traffic mobility for the industrial park and surrounding businesses.

Riggin Improvements

- The $7.6 million project will widen Riggin Avenue from Mooney Boulevard to Conyer Street and will include curb and gutter, medians, street lights, and will also construct a frontage road to protect Riggin Avenue properties that face Riggin Avenue.

City Inclusive Park

- The $7.9 million project will construct Visalia's first inclusive park and playground. The park and playground are intended to become a multi-generational space for community socialization and imaginative fun in which all individuals of all abilities can enjoy.

FINANCIAL CONDITION

The General Fund is the City's single largest fund which funds the majority of the City's essential services. Fiscal year 2024-25 had growth in the main General Fund revenue categories of Sales Tax, Property Tax and Transient Occupancy Tax. Contributing to the growth in revenues was the continued inflation that the country has been experiencing over the last few years. At June 30, 2025, the inflation rate in California was at 3.0% and nationally at 2.67%. With careful management, the City was able to continue to provide service enhancements, infrastructure improvements, and increases in employee compensation. As shown in Table 3 – General Fund Statement of Revenues & Expenditures, the General Fund ended the year with nearly no change in fund balance and therefore no surplus. This was mainly due to the

implementation of Governmental Accounting Standards Board Statement No. 101 (GASB 101), which is a required accounting change that updates and standardizes the recognition and measurement guidelines for compensated absences (employee earned vacation and sick time). The implementation of GASB 101 resulted in a transfer out (other financing use) of $3.88 million to the Compensated Absences Fund for the additional sick time in the General Fund that was required to be recognized as an additional liability. Without this required accounting change, the General Fund would have had a surplus of $3.78 million.

Table 3 – General Fund Statement of Revenues & Expenditures (in millions)

	General Fund FY 24/25	Emergency Reserve FY 24/25	Capital Project Funds FY 24/25	Total FY 24/25
Revenues	$ 110.90	$ 1.32	$ -	$ 112.22
Expenditures	91.12	0.01	4.61	95.74
Over/(Under) Expenditures	$ 19.78	$ 1.31	$ (4.61)	$ 16.48
Other Financing Sources (Uses)	$ (19.88)	$ -	$ 30.91	$ 11.03
Change in Fund Balance before Transfers	$ (0.10)	$ 1.31	$ 26.30	$ 27.51
Surplus before Transfers to Emergency Reserve and Civic Center Fund	$ (0.10)	$ 1.31	$ 26.30	$ 27.51
Transfer surplus to Emergency Reserve Fund*	$ -	$ -	$ -	$ -
Transfer surplus to Civic Center Fund*	-	-	-	-
Total Net Change in Fund Balance	$ (0.10)	$ 1.31	$ 26.30	$ 27.51

*Note - April 15, 2024 Council directed staff on the Emergency Reserve Policy: all surpluses will be deposited into the General Fund Emergency Reserve to maintain 30% of operating expenditures. Any remaining surplus is to be transferred into the Civic Center Fund.

Although there was no surplus this year due to the implementation of GASB 101, there was growth in a few of the main General Fund revenue categories as discussed earlier. In addition, the General Fund saw growth in charges for services which was up $2.6 million as engineering and subdivision fees were up $2 million and charges for fire strike team services were up $0.5 million. Furthermore, uses of money and property (interest income) was up $0.3 million as the average earnings interest rate was 3.82% for the year as compared to 3.37% for the prior year. However, expenditures in the General Fund grew $17.6 million over the previous fiscal year. Increases of $9.4 million occurred in salaries and benefits as contracted wage increases occurred, longevity pay was implemented, pension costs grew, health benefit costs increased, and vacancies were filled. Capital expenditures vary from year to year but grew $5.6 million this fiscal year as projects progressed. Finally, operating expenditures had increases of $2.6 million as costs continue to rise. As we can see, the balance between revenues and expenditures in the General Fund can be volatile from year to year. The City will continue to monitor rising operating costs (i.e., pension costs, health insurance, technology), and the economy for a possible downturn (recession). Economists are speculating that the national economic outlook for 2026 is one with slowing Gross

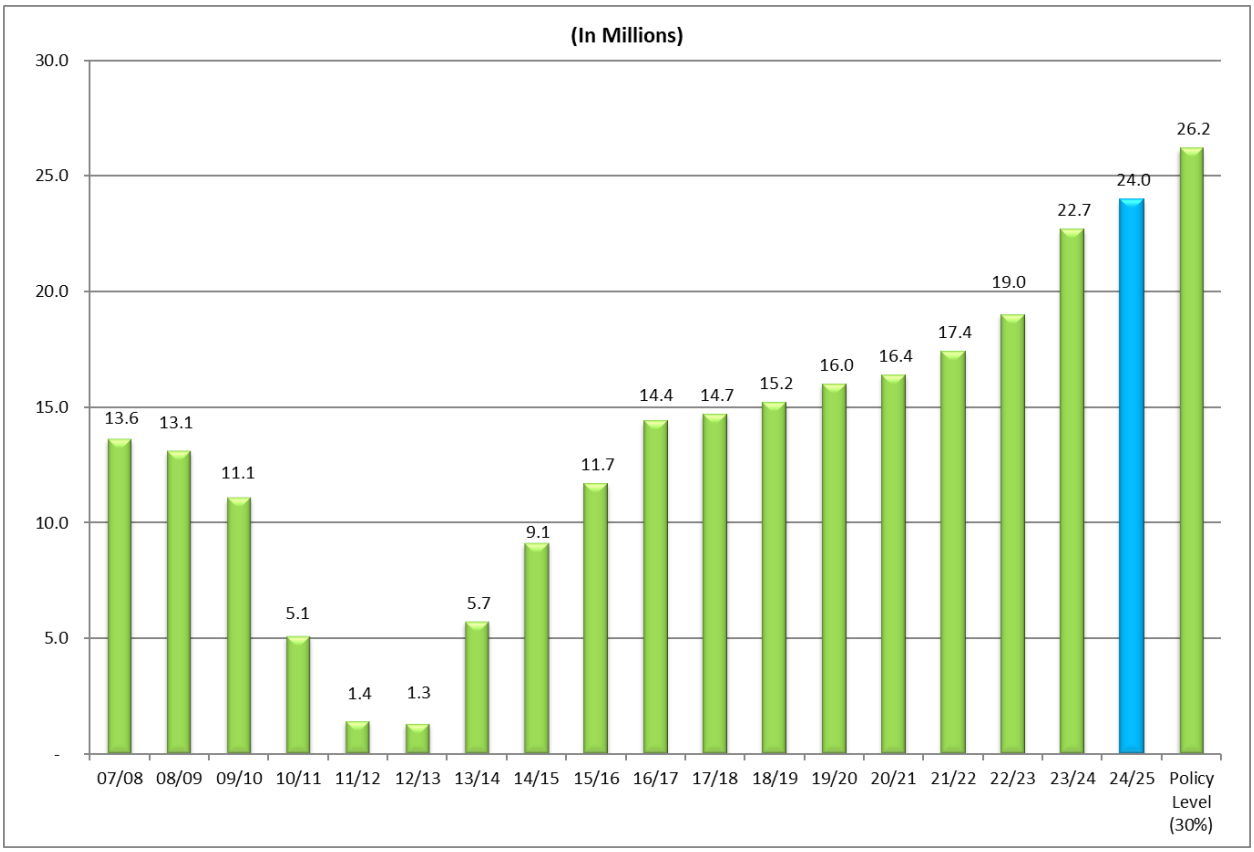
Domestic Product (GDP) growth with inflation cooling as the Federal Open Market Committee (FOMC) continues to make cuts to the federal funds rate. However, outlook predictions can easily be affected by trade tensions, uncertainty with tariffs, and federal policies. These issues affect us locally as they have ramifications in both industrial and consumer consumption which may affect Sales Tax revenue for the City. The City must continue to seek new opportunities to increase tax base revenues to help maintain fiscal sustainability.

In June 2024, the City Council adopted a balanced biennial budget for fiscal years 2024-25 and 2025-26. The biennial budget focused on the following goals:

- Quality of Life;
- Fiscal Strength;
- Invest in Infrastructure and Growth;
- Organizational Excellence; and
- Economic Vitality.

Both fiscal years budgets projected a surplus for the General Fund. At the April 15, 2024 Council Meeting, Council directed staff to increase the Emergency Reserve to a balance of 30% of General Fund operating expenditures. Any surplus remaining after transferring funds to the Emergency Reserve would be transferred to the Civic Center Fund. Table 4 - General Fund Emergency Reserves shows the usage of the reserves during the great recession and the efforts to replenish and maintain the reserves.

Table 4 – General Fund Emergency Reserves



Due to the implementation of GASB 101, the City was not able to meet City Council's goal of funding the Emergency Reserve Fund with a balance of 30% of General Fund operating expenditures. However, the Emergency Reserve is currently funded with a balance of 27.5% of General Fund operating expenditures for fiscal year 2024-25. Without the implementation of GASB 101, a transfer of $2.2 million would have been able to be made to the Emergency Reserve to fully fund the reserve thus meeting City Councils goal.

BOND RATING

The City's current general obligation credit ratings are A+ from Standard & Poor's ("S&P"). The ratings continue to reflect the diversity of the local economy anchored by a strong business presence, sound financial management and prudent budgetary practices.

AWARDS

The Government Finance Officers Association ("GFOA") awarded its Certificate of Achievement for Excellence in Financial Reporting to the City for its ACFR for the fiscal year ended June 30, 2024. To qualify for the Certificate of Achievement, the governmental entity must publish an easily readable and efficiently organized ACFR, the contents of which conform to program standards. Such report must satisfy accounting principles generally accepted in the United States of America, as well as all applicable legal requirements.

The Certificate of Achievement is valid for only one year. The City believes this ACFR continues to conform to the Certificate of Achievement Program requirements and will be submitting it to GFOA for consideration of the annual award.

ACKNOWLEDGMENTS

The preparation of this ACFR represents a team effort by the entire staff of the Finance Department. Sincere appreciation goes to Finance Manager Jason Montgomery and Financial Analyst Kari Williams as they dedicated many long days of focused attention to producing this document. The City also recognizes the contributions and positive working relationship with Brown Armstrong Accountancy Corporation.

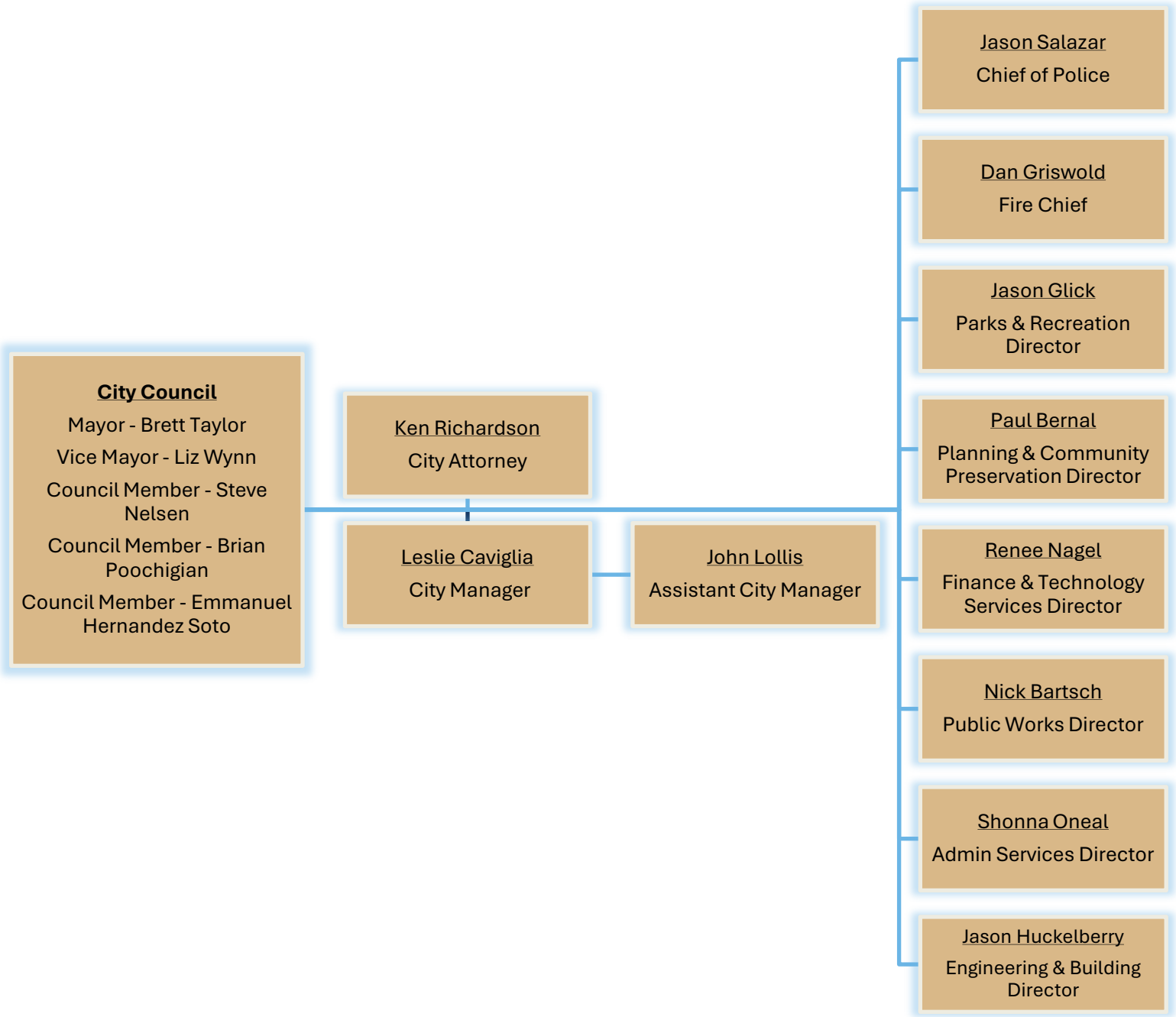
Finally, we wish to express our sincere appreciation to the Mayor and City Council for providing policy direction and a firm foundation of support for the pursuit of excellence in all realms of professional endeavors, especially their role in guiding the City to a secure financial condition that assures resources are available to provide core services to the community.

Respectfully submitted,

Leslie B. Caviglia
City Manager

Renee Nagel
Finance Director

Organizational Chart



As of June 30, 2025

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Visalia
California

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2024

Christopher P. Morrill

Executive Director/CEO

VISALIA

Financial Section

VISALIA

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Visalia
Visalia, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Visalia (the City) as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis; the General Fund, Measure N, and American Rescue Plan budgetary comparison information; Schedule of Changes in Net Pension Liability and Related Ratios - Miscellaneous Plan; Schedule of Changes in Net Pension Liability and Related Ratios - Safety Plan; and the Schedule of Contributions, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and related budgetary comparison schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
December 15, 2025

CITY OF VISALIA
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
FISCAL YEAR ENDING JUNE 30, 2025

The Governmental Accounting Standards Board (GASB) Statement No. 34 Government-wide statements present a combined picture of the City of Visalia (the City) on a full accrual basis of accounting, where all debt and assets are included in the presentation. Conversely, the Fund level statements present a picture that is based on a modified accrual basis of accounting, where long-term assets and debt are excluded. Thus, Government-wide and Fund level presentations produce different results based on the type of accounting basis used. Please read this document in conjunction with the accompanying Transmittal Letter and the Basic Financial Statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's Basic Financial Statements which have three components:

1. Government–wide financial statements
2. Fund financial statements
3. Notes to the financial statements

This Annual Comprehensive Financial Report also contains Supplemental Information which includes combining statements for Non-major Governmental, Non-major Proprietary, Internal Service and Fiduciary Funds, Bond Disclosure Requirements, as well as a Statistical Section.

Government-wide Financial Statements

The *Government-wide Financial Statements* are designed to provide a broad overview of all of the City's finances taken as a whole, using a long-term view, in a manner similar to private-sector businesses.

The ***Statement of Net Position*** presents financial information on all the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between the four reported as net position. The full accrual basis of accounting is used; thus, the flow of all economic resources are measured.

The ***Statement of Activities*** presents financial information reporting how the City's net position changed during the fiscal year by listing the revenues and expenses of each of the City's major activities. The full accrual basis of accounting is also used, thereby all changes to net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in a future fiscal period.

All of the City's activities are grouped into either Governmental Activities (those functions that are principally supported by taxes or by specific governmental program revenues such as developer fees) or into Business-type Activities (whose services are supported by charges paid by direct users of the service such as Solid Waste collection). All of the amounts in both the Statement of Net Position and the Statement of Activities are segregated into Governmental Activities and Business-type Activities to provide a summary of these City activities. The City's **Governmental Activities** include general government, parks and recreation, police, fire, public works, housing & community grants and community development. The City's **Business-type Activities** include the convention center, airport, water reclamation facility, storm sewer maintenance, solid waste, transit, building safety, and animal control.

The City's Government-wide Financial Statements include not only the City itself (referred to as the primary government) but also the Visalia Public Finance Authority, which is financially accountable to the City and is blended into these financial statements.

Fund Financial Statements

The Fund Financial Statements are designed to report information about related accounts that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. All of the City's funds are divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

The Fund Financial Statements provide detailed information about each of the City's most significant funds called Major Funds which include the General Fund, Measure N Fund, American Rescue Plan Fund, Transportation Fund, and Civic Center Fund (detail on pages 34-41). Major funds account for the major financial activities of the City and are presented individually, while the activities of the Non-major funds are presented in summary as Other Governmental Funds. Non-major funds include Special Revenue Funds such as Measure T, Measure R and Transportation Grants; Debt Service Funds such as VPFA 2014 Refunding COP and 2015 COP; and Capital Projects Funds such as Government Facilities Impact Fee, and Facility Improvements Fund (detail on pages 126-160). Subordinate schedules of the Non-major funds present detailed financial information for the City's smaller funds.

Governmental Funds: Governmental funds are prepared on the modified accrual basis of accounting, which means they measure only current financial resources and uses. This basis focuses on (1) how cash and other financial assets can be readily converted to available resources and (2) the balances left at year-end that are available for spending. Such information may be useful in determining what financial resources are available in the near future to finance the City's programs. Capital assets and other long-lived assets along with long-term liabilities are not presented in the Governmental Fund Financial Statements.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with the similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City follows Governmental Accounting Standards Board (GASB) Statement No. 54. In the Fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned or unassigned. Each of these components of fund balance is classified based primarily on the extent to which the City is bound to honor constraints on how specific amounts can be spent.

1. Nonspendable Fund Balance – amounts that are inherently nonspendable such as long-term receivables.

2. Restricted Fund Balance – amounts that have externally enforceable limitations on use that are either imposed by law or constrained by grantors, contributors, or laws and regulations of other governments.

3. Committed Fund Balance – amounts that can only be used for specific purposes determined by resolution of the City's highest level of decision-making authority, the City Council. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through a resolution. The resolution must occur prior to the end of the reporting period; however, the amount can be determined subsequently.

4. Assigned Fund Balance - amounts that are constrained by the City's *intent* to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. The intent can be expressed by the City Council itself or by an official to which the governing body has delegated the authority.

5. Unassigned Fund Balance - the residual positive net resources of the General Fund in excess of what can properly be classified in one of the other four categories. This amount is reported only in the General Fund except in cases of negative fund balance. Negative fund balances in other governmental funds are reported as Unassigned Fund Balance.

The City Council establishes, modifies, or rescinds fund balance commitments by passage of an ordinance or resolution. This is done through the adoption of the budget and subsequent budget amendments that occur throughout the year. Assignments may be established and modified by the City Council, City Manager, or Finance Director.

The accounting policies of the City consider restricted fund balance to have been spent first when expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

This Fund Balance policy was established by the City Council on June 20, 2011.

Proprietary Funds: Proprietary funds are generally used to account for services for which the City charges customers – either citizens (e.g., Enterprise funds) or departments of the City (e.g., Internal Service funds). Proprietary funds provide the same type of information as shown in the government-wide financial statements only in more detail. Proprietary funds are prepared on the full accrual basis of accounting and include all of their assets and liabilities, current and long-term.

- **Enterprise Funds** are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for the Water Reclamation Facility, Storm Sewer Maintenance, Solid Waste, and Transit which are considered to be major funds of the City and Convention Center, Airport, Building Safety, and Animal Control which are considered to be non-major funds of the City.

- **Internal Service Funds** are used to report activities that provide certain supplies and services only to City programs and activities. The internal service funds are combined into a single, aggregated total presented in the fund level proprietary fund financial statements. Subordinate Internal Service fund schedules that provide individual fund financial data in the form of combining statements are also contained in this report. Internal service's revenues are eliminated in the City-wide financial statements and any related profits or losses are returned to the activities which created them. Because these services predominantly benefit governmental rather than business-type functions, the residual net position of these funds has been included within governmental activities in the government-wide financial statements. The City uses internal service funds to account for Fleet Services, Vehicle Replacement, Information Services, Risk Management, Health Benefits, Compensated Absences and Building Maintenance.

Fiduciary Funds: Fiduciary funds are used to account for resources held for the benefit of parties outside the City. The City's fiduciary activities are reported in the Statement of Fiduciary Net Position included in the Basic Financial Statements. For the City of Visalia, seven fiduciary funds are maintained: the Property and Business Improvement District #5 (for Downtown Visalians & Alliance), the Village West Improvement District, the Orchard Walk Underground Utilities District, the Atwood Water Main Assessment District, the Laura Water Main Assessment District, Visalia Tourism & Marketing District, and the Visalia Redevelopment Successor Agency.

Notes to the Financial Statements

The notes to the financial statements provide additional financial information that is essential for a full understanding of the data provided in the Government-wide and Fund Financial Statements.

FINANCIAL HIGHLIGHTS

Visalia's population increased to 146,978 an increase of 1.7% this past fiscal year. The California Consumer Price Index for All Urban Consumers was at 3.0% as of June 30, 2025. The major factors driving the City's government wide financial results this fiscal year are the following:

- Decreased sales tax revenues of $0.9 million, down 1% from last year mainly due to a decrease in Measure R sales tax revenues of $2.4 million (21.1%) as a portion of revenues received in Measure R are based on project reimbursement. Increases were seen in General Fund sales tax of $1.0 million (2.2%), Measure N sales tax of $0.3 million (1.8%) and Measure T sales tax of $0.2 million (1.7%).

- Increased property taxes of $2.8 million, up 8.0% from last year.

- Increases in investment earnings of $7.3 million, up 29% from last year including $2.6 million in interest earnings as the City had an average interest earnings rate of 3.82% for the year as compared to 3.37% for the prior year, and an increase of $4.7 million in the fair market value of the investments held on June 30, 2025 as the City had unrealized investment gains in accordance with GASB 31.

GOVERNMENT-WIDE FINANCIAL ANALYSIS
(FINANCIAL ACTIVITIES OF THE CITY AS A WHOLE)

Government-wide Statements

Table 1, Government-wide City Totals, summarizes the Government-wide financial activity for this past year.

Table 1
Government-wide City Totals
(in millions)

	FY 24-25	FY 23-24*	Change $	Change %
Assets	$ 1,564.6	$ 1,464.8	$ 99.8	7%
Deferred Outflows of Resources	46.6	56.3	(9.7)	-17%
Liabilities	329.4	341.7	(12.3)	-4%
Deferred Inflows of Resources	9.4	11.1	(1.7)	-15%
Net Position	1,272.4	1,168.3	104.1	9%
Revenues	364.0	309.7	54.3	18%
Expenses	259.9	225.3	34.6	15%

* As restated due to the implementation of GASB 101.

- The City's Total Assets increased by $99.8 million (7%) during the current fiscal year as the City had increases in cash and investments of $45.7 million due to increases in tax, grant, and interest earnings revenue, in addition to revenues exceeding expenses for the year; interest receivable of $0.4 million as

the City's average interest earnings rate was at 3.82% for the year; accounts receivable of $2.5 million, notes and loans receivable of $2.9 million as Housing and Community Grants had new additions and repayments were received; due from other governmental units of $4.4 million; taxes receivable of $12.4 million as accruals for funds due were more for the year; and capital assets of $32.9 million. The increases were offset by decreases in prepaids and deposits of $1.0 million and supplies and inventory of $0.4 million. The overall increase in capital assets includes additions, deletions, depreciation, and amortization comprised of increases of $7.4 million in land, $6.6 million in buildings, $5.7 million in vehicles and equipment, $32.3 million in infrastructure, and $1.7 million in lease and subscription-based information technology assets, as well as decreases of $15.4 million in construction in progress, and $5.4 million in improvements.

- The City's Deferred Outflows of Resources decreased by $9.7 million (17%) due to annual adjustments for GASB 68 pension related activity based on information provided by CalPERS.

- The City's Liabilities decreased by $12.3 million (4%) during the current fiscal year. This was mainly due to decreases in unearned revenue of $22.1 million as revenue was recognized and ARPA grant funding was closed out; net pension liability of $2.5 million, and long term debt obligations of $2.7 million including scheduled debt service payments and compensated absences. Increases included advances from grantors and third parties of $1.2 million due to Transit receiving funds for future use; liability for payables of $10.6 million as payables were entered or accrued and paid next fiscal year, and liability for self-insurance claims of $3.2 million.

- The City's Deferred Inflows of Resources decreased by $1.7 million (15%) due to annual adjustments for GASB 68 pension related activity based on information provided by CalPERS.

- The City's Total Net Position (assets and deferred outflows of resources exceeding its liabilities and deferred inflows of resources) was $1.3 billion as of June 30, 2025.

- The City's Total Revenues, including program and general revenues, were $364.0 million for fiscal year 2024-25, an increase of $54.3 million (18%) from last year, while total City expenses were $259.9 million, an increase of $34.6 million (15%) from last year. The revenue increase is due to a combination of increases in tax revenue of $1.4 million, investment earnings of $7.3 million, grants and contributions of $31.4 million, charges for services of $14.7 million, offset by a decrease in miscellaneous revenue of $0.5 million.

- Revenues can be divided between Program Revenues related to work activities and General or Tax Revenues. For the fiscal year 2024-25, Program Revenues were $193.6 million (revenues derived from specific activities) and General Revenues (e.g., taxes and investment earnings) were $170.4 million. These same revenues can be classified as either Governmental activity revenues or Business-type activity revenues. For the fiscal year 2024-25, Governmental activity revenues were $242.1 million (67%) and Business-type activity revenues were $121.9 million (33%).

- Expenses for Governmental activities were $154.6 million (an 11% increase from last year) and Business-type activities were $105.3 million (a 22% increase from last year).

Analysis of Governmental Net Position

The City's net position derived from governmental activities is shown in Table 2, Governmental Net Position. Assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $798.4 million. The largest portion of the net position includes $422.6 million (53%) in Net Investment in Capital Assets (net of debt to acquire those assets), $282.1 million (35%) in restricted used for resources that are subject to restrictions, and $93.7 million (12%) in unrestricted.

Table 2

Governmental Net Position
(in millions)

	FY 24-25	FY 23-24*	Change $	Change %
Assets				
Cash and Investments	$ 415.9	$ 378.6	$ 37.3	10%
Current and Other Assets	94.8	85.7	9.1	11%
Adv. To Other Funds & Internal Balances	5.2	3.6	1.6	44%
Capital Assets, Net of Accum. Deprec./Amortization	432.3	401.8	30.5	8%
Total Assets	948.2	869.7	78.5	9%
Deferred Outflows of Resources				
Pensions	37.9	45.3	(7.4)	-16%
Total Deferred Outflows of Resources	37.9	45.3	(7.4)	-16%
Liabilities				
Other Liabilities	39.7	52.3	(12.6)	-24%
Long-Term Obligations	143.8	146.6	(2.8)	-2%
Total Liabilities	183.5	198.9	(15.4)	-8%
Deferred Inflows of Resources				
Pensions	1.4	2.9	(1.5)	-52%
Leases	2.8	2.2	0.6	27%
Total Deferred Inflows of Resources	4.2	5.1	(0.9)	-18%
Net Position				
Net Investment in Capital Assets	422.6	391.8	30.8	8%
Restricted	282.1	254.2	27.9	11%
Unrestricted	93.7	65.0	28.7	44%
Total Net Position	$ 798.4	$ 711.0	$ 87.4	12%

* As restated due to the implementation of GASB 101.

- *Cash and Investments* of $415.9 million increased $37.3 million from last year mainly due to an increase in tax and grant revenues, and revenues exceeding expenses for the year.

- *Capital Assets, Net of Accumulated Depreciation/Amortization* totaling $432.3 million are categorized in Table 8, Capital Assets, Net of Accumulated Depreciation & Amortization.

- *Deferred Outflows of Resources* of $37.9 million, decreased $7.4 million due to annual adjustments for GASB 68 pension related activity calculated by using information provided by CalPERS.

- *Long-Term Obligations* totaling $143.8 million is comprised of Net Pension Liability, Certificates of Participation, government loans, lease liabilities, subscription-based information technology agreements (SBITA), and compensated absences. There were $1.1 million in long term debt payments made by the City during the year, $24 thousand in lease payments, and $1.1 million in SBITA payments. Compensated Absences increased by $0.5 million. The Net pension liability decreased by $2.2 million. See the accompanying *Notes to Basic Financial Statements, Note 7 – Long-Term Debt* and *Note 10 – Employee Benefits* for further detail.

- *Deferred Inflows of Resources* of $4.2 million had a decrease of $0.9 million as compared to the prior year. Decreases were due to annual adjustments of $1.5 million for GASB 68 pension related activity calculated by using information provided by CalPERS, offset by an increase in leases of $0.6 million.

- *Net Position–Net Investment in Capital Assets* of $422.6 million represents the City's capital assets less accumulated depreciation and amortization and any debt used to finance its construction or purchase.

- *Restricted Net Position* of $282.1 million represents resources that are subject to external restrictions on how they may be used. The largest portion, $173.3 million (61%), is restricted for capital projects, primarily funded by impact fees and grants. Other significant restrictions include $37.5 million for housing and community development programs and successor agency activities; $21.9 million for roadway projects funded by Measure R; $19.1 million for landscape and lighting districts; $19.1 million for public safety activities funded by Measure N and Measure T; and $8.8 million for waterways and groundwater recharge projects.

- *Unrestricted Net Position* of $93.7 million is the remaining part of the balance.

Analysis of Changes in Governmental Net Position

Governmental activities are summarized on Table 3, Changes in Governmental Net Position, showing that during fiscal year 2024-25 the City's net position increased by $87.4 million.

Table 3
Changes in Governmental Net Position
(in millions)

	FY 24-25	FY 23-24*	Change $	Change %
REVENUES				
Program Revenues:				
Charges for Services	$ 39.5	$ 28.4	$ 11.1	39%
Operating Grants & Contributions	30.8	20.3	10.5	52%
Capital Grants & Contributions	22.4	14.3	8.1	57%
General Revenues:				
Taxes				
Sales	85.2	86.0	(0.8)	-1%
Property	37.3	34.5	2.8	8%
Other	11.8	12.3	(0.5)	-4%
Investment Earnings	19.1	14.7	4.4	30%
Miscellaneous	1.1	0.9	0.2	22%
Total Revenues	247.2	211.4	35.8	17%
EXPENSES				
General Government	7.3	6.9	0.4	6%
Community Development	8.4	13.4	(5.0)	-37%
Housing & Community Grants	11.9	13.4	(1.5)	-11%
Police	62.2	56.0	6.2	11%
Fire	26.1	25.2	0.9	4%
Public Works	20.4	13.1	7.3	56%
Parks & Recreation	18.0	15.0	3.0	20%
Interest on Long-Term Debt	0.3	0.4	(0.1)	-25%
Total Expenses	154.6	143.4	11.2	8%
Increase in Net Position Before Transfers	92.6	68.0	24.6	36%
Transfers	(5.2)	(4.6)	0.6	13%
Total Transfers	(5.2)	(4.6)	0.6	13%
Increase in Net Position	87.4	63.4	24.0	38%
Net Position at Beg. of Year, as previously report	715.7	647.6	68.1	11%
Restatement for change in accounting principle	(4.7)	-	(4.7)	-%
Net Position at Beg. of Year, as restated	711.0	647.6	63.4	10%
Net Position at End of Year, as restated	$ 798.4	$ 711.0	$ 87.4	12%

* As restated due to the implementation of GASB 101.

Total governmental revenues of $247.2 million, increased by $35.8 million (17%) and total governmental expenses of $154.6 million, increased by $11.2 million (8%) when compared to last year. Changes in revenue were comprised of increases in charges for services of $11.1 million (39%), operating grants & contributions of $10.5 million (52%), capital grants & contributions of $8.1 million (57%), property tax of $2.8 million (8%), investment earnings of $4.4 million (30%), and miscellaneous revenue of $0.2 million (22%) with decreases occurring in sales tax of $0.8 (1%), other revenue (comprised of transient occupancy, franchise, and business licenses taxes) of $0.5 million (4%). Expenditures had increases seen in Police of $6.2 million (11%), Fire of $0.9 million (4%), General Government of $0.4 million (6%), Public Works of $7.3 million (56%) and Parks and Recreation of $3.0 million (20%), with decreases occurring in Community Development of $5.0 million (37%), Housing & Community Grants of $1.5 million (11%), and interest on long-term debt of $0.1 million (25%).

PROGRAM REVENUES

- **Charges for Services -** These charges increased $11.1 million or 39% as compared to the prior year. This was mainly due to increases in impact fees of $2.6 million and the recognition of deferred impact fees of $4.7 million. Increases were also seen in engineering and subdivision fees of $2.0 million, special public safety services of $0.5 million, local ordinance violations of $0.2 million, special service district fees of $0.4 million and allocation of Internal Service funds of $0.4 million.

- **Grants (Operating & Capital) & Contributions -** The combined income from operating and capital grants and contributions increased this year, up from last year by $18.6 million, for a total of $53.2 million as a result of ARPA grant funding of $19.0 million being finalized and closed out.

GENERAL REVENUES

- **Sales Tax** – For government-wide purposes, sales tax decreased $0.8 million (1%) from the prior year mainly due to a decrease in deferred Measure R revenue for the year resulting from a change in accounting method.

- **Property Taxes** – For government-wide purposes, property tax revenues increased $2.8 million (8%) over last year currently totaling $37.3 million.

- **Investment Earnings -** Investment earnings increased $4.4 million over last year including $1.8 million in interest earnings as the interest earnings rate was up as compared to the prior year and an increase of $2.6 million in the fair market value adjustment to investments held on June 30, 2025 as the City had unrealized investment gains in accordance with GASB 31.

EXPENSES

- **General Government** - There were $7.3 million in expenses, an increase of $0.4 million (6%) as compared to last year which was mainly due to increases in the annual GASB 68 pension adjustments of $0.4 million and an increase in various other operating expenditures including allocation of Internal Service funds, all together totaling $0.3 million offset by a decrease in salaries and benefits of $0.3 million.

- **Community Development** - There were $8.4 million in expenses, a decrease of $5.0 million (37%) as compared to last year mainly due to a significant decrease of $5.8 million to the annual GASB 68 pension adjustment. Increases included salaries and benefits of $0.6 million due to wage and benefit increases and $0.2 million in various other operating expenses including allocation of Internal Service funds.

- **Housing & Community Grants** – There were $11.9 million in expenses, a decrease of $1.5 million (11%) when compared to last year due to decreases in program activity.

- **Police** – There were $62.2 million in expenses, an increase of $6.2 million (11%) as compared to last year which was comprised of increases in salaries and benefits of $3.5 million due to wage and benefit increases, various other operating expenses including allocation of Internal Service funds, all totaling $3.2 million and a decrease in the annual GASB 68 pension adjustment of $0.5 million.

- **Fire** – There were $26.1 million in expenses, an increase of $0.9 million (4%) as compared to last year which was comprised of increases in salaries and benefits of $1.5 million due to wage and benefit increases, various other operating expenses including allocation of Internal Service funds, all totaling $0.1 million and a decrease in the annual GASB 68 pension adjustment of $0.7 million.

- **Public Works** – There were $20.4 million in expenses, an increase of $7.3 million (56%) as compared to last year which was mainly due to a significant increase of $5.4 million in the annual GASB 68 pension adjustment. Increases also included salaries and benefits of $0.7 million due to of wage and benefit increases and various other operating expenses including allocation of Internal Service funds, all together totaling $1.2 million.

- **Parks & Recreation** – There was $18.0 million in expenses, an increase of $3.0 million (20%) as compared to last year which was comprised of increases in salaries and benefits of $1.4 million due to wage and benefit increases, various other operating expenses including allocation of Internal Service funds, all together totaling $1.5 million, and the annual GASB 68 pension adjustment of $0.1 million

- **Interest on Long-Term Debt** – There was $0.3 million in interest expense for fiscal year 2024-25. Scheduled principal payments were made on Certificates of Participation, bank notes, lease liabilities, and subscription-based information technology liabilities. The 2014 COP has a maturity date of December 2025 and the 2015 COP has a maturity date of December 2029. As the City approaches each maturity, more of the annual debt payment goes towards the principal and less goes toward interest.

Analysis of Business-Type Net Position

The City's business-type net position, shown in Table 4, Business-Type Net Position, exceeded liabilities by $474.0 million. The largest portion of the net position, Net Investment in Capital Assets, is $279.5 million (59%). Resources that are subject to restrictions total $18.9 million (4%). The remaining balance of $175.6 million (37%) represents unrestricted net position.

Table 4
Business-Type Net Position
(in millions)

	FY 24-25	FY 23-24*	Change $	Change %
Assets				
Cash and Investments	$ 229.1	$ 220.7	$ 8.4	4%
Current and Other Assets	27.6	15.6	12.0	77%
Internal Balances	(5.2)	(3.6)	(1.6)	44%
Capital Assets	364.8	362.4	2.4	1%
Total Assets	616.3	595.1	21.2	4%
Deferred Outflows of Resources				
Deferred Pensions	8.8	11.0	(2.2)	-20%
Total Deferred Outflows of Resources	8.8	11.0	(2.2)	-20%
Liabilities				
Other Liabilities	20.8	15.3	5.5	36%
Long-Term Debt Outstanding	125.1	127.5	(2.4)	-2%
Total Liabilities	145.9	142.8	3.1	2%
Deferred Inflows of Resources				
Deferred Pensions	0.3	0.8	(0.5)	-63%
Deferred Leases	4.9	5.2	(0.3)	-6%
Total Deferred Inflows of Resources	5.2	6.0	(0.8)	-13%
Net Position				
Net Investment in Capital Assets	279.5	275.0	4.5	2%
Restricted	18.9	11.5	7.4	64%
Unrestricted	175.6	170.8	4.8	3%
Total Net Position	$ 474.0	$ 457.3	$ 16.7	4%

* As restated due to the implementation of GASB 101.

- ***Cash and Investments*** increased $8.4 million (4%), as these funds are accumulating cash for capital projects and scheduled debt payments. Increases included funds in Water Reclamation Facility of $11.4 million, Solid Waste of $1.3 million, Building Safety of $1.9 million, Airport of $0.5 million and Convention Center of $0.3 million with a decrease in Transit of $6.7 million and Storm Sewer Maintenance of $0.3 million.

- ***Current and Other Assets*** totaled $27.6 million for the fiscal year, an increase of $12.0 million (77%). Due from other governmental units had an increase of $1.5 million and taxes receivable had an increase of $10.7 million (Transit) offset by a decrease in leases receivable of $0.2 million.

- ***Capital Assets*** totaled $364.8 million for the fiscal year, an increase of $2.4 million (1%) when compared to the prior year. Construction in progress had an increase of $3.6 million. Machinery, Equipment and Vehicles had additions of $6.9 million which consisted of additions of eight collection vehicles, eight roll-off boxes, and one compact loader in Solid Waste, four dump trailers and one 30-yd refuse bin for SWEEP division, two electric buses in Transit, and seven vans for Micro Transit program. Retirements of $0.1 million consisted of one F450 pick-up truck in Transit, one F350 pick-up truck and one crown-vic car in Solid Waste, and one John Deere Gator in Water Reclamation. Infrastructure increased by $2.2 million, which includes Storm Sewer lines and Sanitary Sewer lines. Accumulated depreciation and amortization increased by $12.3 million as assets were depreciated for the year. See Table 8, Capital Assets, Net of Accumulated Depreciation below for additional detail.

- ***Deferred Outflows of Resources*** totaled $8.8 million for the fiscal year, a decrease of $2.2 million (20%). The decrease is due to the GASB 68 annual adjustment for pension related activity using information provided by CalPERS.

- ***Long-Term Debt*** totaling $125.1 million is composed of Net Pension Liability, Certificates of Participation, Leases, Clean Water State Revolving Fund Loan, Subscription–Based Information Technology Agreements, and Compensated Absences. Regularly scheduled payments of $4.1 million, adjustments to the Net Pension Liability of $0.3 million and an increase in SBITA Liabilities of $2.0 resulted in a net decrease in long-term debt of $2.4 million. See the accompanying *Notes to Basic Financial Statements, Note 7- Long-Term Debt, and Note 10 Employee Benefits for* further detail.

- ***Deferred Inflows of Resources*** totaled $5.2 million for the fiscal year, a decrease of $0.8 million (13%). The decreases include Deferred Pensions of $0.5 million due to the GASB 68 annual adjustment and Deferred Leases of $0.3 million due to lease activity.

- ***Net Position – Net Investment in Capital Assets*** totaling $279.5 million represents capital assets less accumulated depreciation and net of any debt used to finance its construction or purchase. This is a $4.5 million increase as compared to last year.

- ***Restricted Net Position*** of $18.9 million is primarily found in Capital Projects funds which have been restricted for capital projects and debt service reserves.

- ***Unrestricted Net Position*** of $175.6 million experienced an increase of $4.8 million. Unrestricted Net Position is normally the part of net position that can be used without constraints established by debt covenants or other legal requirements.

Analysis of Changes in Business-Type Net Position

Table 5, Changes in Business-Type Net Position shows the results of the City's businesses for the last two fiscal years. The City's Business-type activities increased the City's net position by $16.7 million during fiscal year 2024-25. Total Business-type revenues of $116.7 million increased by $18.3 million (19%) when compared to last year. Total Business-type expenses totaled $105.3 million, an increase of $17.8 million (20%) as compared to last year.

Table 5
Changes in Business-Type Net Position
(in millions)

	FY 24-25	FY 23-24*	Change $	Change %
REVENUES				
Program Revenues:				
Charges for Services	$ 73.3	$ 69.8	$ 3.5	5%
Operating Grants & Contributions	16.8	9.4	7.4	79%
Capital Grants & Contributions	10.6	5.4	5.2	96%
Investment Earnings	13.1	10.1	3.0	30%
Miscellaneous	2.9	3.7	(0.8)	-22%
Total Revenues	116.7	98.4	18.3	19%
EXPENSES				
Water Reclamation Facility	35.2	28.8	6.4	22%
Storm Sewer Maintenance	2.9	2.7	0.2	7%
Solid Waste	26.4	23.4	3.0	13%
Transit	27.8	19.8	8.0	40%
Convention Center	4.6	4.1	0.5	12%
Airport	2.5	2.4	0.1	4%
Building Safety	3.4	3.9	(0.5)	-13%
Animal Control	2.5	2.4	0.1	4%
Total Expenses	105.3	87.5	17.8	20%
Increase in Net Position Before Transfers	11.5	10.9	0.6	6%
Transfers	5.2	4.6	0.6	13%
Increase in Net Position	16.7	15.5	1.2	8%
Net Position at Beg. of Year, as previously reported	458.2	441.8	16.4	4%
Restatement for change in accounting principle	(0.9)	-	(0.9)	-%
Net Position at Beg. of Year, as restated	457.3	441.8	15.5	4%
Net Position at End of Year, as restated	$ 474.0	$ 457.3	$ 16.7	4%

* As restated due to the implementation of GASB 101.

Revenues

- **Charges for Services** – These revenues were up collectively by $3.5 million. Revenues were up for the Water Reclamation Facility by $1.7 million (residential users, trunk line capacity, and front footage fees). Increases were also seen in Transit of $0.9 million (farebox ticket sales, and Sequoia Shuttle National Parks reimbursement), Convention Center of $0.2 million (conference room rental, equipment rental, bar sales, and security services), Animal Control of $0.3 million (animal service contract charges for Dinuba, Exeter and Farmersville), and Building Safety of $0.6 million (overall increase in construction permits issued). Revenues were offset by a decrease in Solid Waste of $0.1 million (franchise tax). Storm Sewer Maintenance and Airport were consistent with the prior year.

- **Operating and Capital Grants and Contributions** – The combined revenue from operating and capital grants & contributions increased this year by $12.6 million mainly due to receiving more grant revenue in Transit of $11.7 million as a result from timing constraints and increases to the annual apportionment; Solid Waste of $0.1 million grant funding from CalRecyle OWR4 was received for the purchase of a solid waste front load truck; Water Reclamation Facility of $3.3 million for capital related projects; and Animal Control of $0.1 million grant funding for providing assistance to owners reclaiming their pets. A decrease in Storm Sewer Maintenance contributions of $2.6 million was a result of less capital related projects.

Expenses

- **Water Reclamation Facility** – There were $35.2 million in expenses, an increase of $6.4 million (22%) mainly due to increases in salaries and benefits of $0.1 million as the result of wage and benefit increases combined with annual pension adjustments, utility expenses of $0.1 million, allocated expenses and services provided of $0.3 million, capital related activity of $5.7 million, chemicals of $0.2 million, equipment maintenance of $0.1 million, dump charges of $0.1 million and computer software support of $0.1 million, offset by a decrease of $0.4 million due to the implementation of GASB 101 when compared to the prior year.

- **Storm Sewer Maintenance** – There were $2.9 million in expenses, an increase of $0.2 million (7%) mainly due to increases in salaries and benefits of $0.1 million as the result of wage and benefit increases combined with annual pension adjustments, and allocated expenses and services provided of $0.1 million.

- **Solid Waste** – There were $26.4 million in expenses, an increase of $3.0 million (13%) mainly due to increases seen in salaries and benefits of $2.1 million as the result of wage and benefit increases combined with annual pension adjustments. Increases also occurred in allocated expenses and services provided of $1.2 million, depreciation expense of $0.1 million, and internal services allocation of $0.4 offset by a decrease in bad debts of $0.1 million, capital related activity of $0.3 million and $0.4 million due to the implementation of GASB 101 when compared to the prior year.

- **Transit** – There were $27.8 million in expenses, an increase of $8.0 million (40%) mainly due to increases in contracted bus services of $7.4 million as a result of a new vendor providing bus services (RATP Dev USA Inc.), CNG fuel of $0.1 million, allocated expenses and services provided of $0.2 million, depreciation expense of $0.2 million, and salaries and benefits of $0.1 million as the result of wage and benefit increases combined with annual pension adjustments.

- **Convention Center** – There were $4.6 million in expenses, an increase of $0.5 million (12%) due to increases in salaries and benefits of $0.1 million as the result of wage and benefit increases combined with annual pension adjustments, allocated expenses and services provided of $0.2 million, security services of $0.1 million and utilities of $0.1 million.

- **Airport** – There were $2.5 million in expenses, an increase of $0.1 million (4%) due to increases in salaries and benefits of $0.2 million as the result of wage and benefit increases combined with annual pension adjustments offset by a decrease in capital related activity of $0.1 million.

- **Building Safety** – There were $3.4 million in expenses, a decrease of $0.5 million (13%) due to decreases in allocated expenses and services provided of $0.3 million, computer software support of $0.1 million, and $0.1 million due to the implementation of GASB 101 when compared to prior year. Salaries and benefits were consistent with the prior year including minor fluctuations as the result of wage and benefit increases combined with annual pension adjustments.

- **Animal Control** – There were $2.5 million in expenses, an increase of $0.1 million (4%) mainly due to grant expenses of $0.1 million consisting of services for animals including daily boarding and impound fees, vaccinations and spay/neuter fees. Salaries and benefits were consistent with the prior year including minor fluctuations as the result of wage and benefit increases combined with annual pension adjustments.

FUND FINANCIAL ANALYSIS

Governmental Funds are reported on a modified accrual basis of accounting in the fund statements, essentially eliminating the effects of capital assets and related debt. Table 6, Balance Sheet – Governmental Funds shows the last two fiscal years' results.

Table 6

Balance Sheet - Governmental Funds

(in millions)

	FY 24-25	FY 23-24	Change $	Change %
Assets				
Cash and Investments	$ 358.6	$ 325.7	$ 32.9	10%
Other Assets	90.2	82.5	7.7	9%
Intergovernmental Balances	7.2	3.7	3.5	95%
Total Assets	456.0	411.9	44.1	11%
Liabilities				
Advances From Other Funds	2.0	2.0	0.0	0%
Other Liabilities	26.5	44.2	(17.7)	-40%
Total Liabilities	28.5	46.2	(17.7)	-38%
Deferred Inflows of Resources				
Unavailable Revenue	13.7	11.4	2.3	20%
Leases	2.8	2.2	0.6	27%
Total Deferred Inflows of Resources	16.5	13.6	2.9	21%
Fund Balances				
Nonspendable	2.0	2.1	(0.1)	-5%
Restricted	259.0	215.9	43.1	20%
Committed	107.4	99.4	8.0	8%
Assigned	40.0	34.9	5.1	15%
Unassigned	2.6	(0.2)	2.8	-1400%
Total Fund Balances	$ 411.0	$ 352.1	$ 58.9	17%

Assets – The composition of assets changed by $44.1 million (11%) during the year with increases in cash, other assets, and intergovernmental balances. Cash and investments increased $32.9 million (10%) mainly due to revenues exceeding expenditures and other sources & (uses) by $58.9 million. Other assets increased $7.7 million (9%) as increases were seen in loans receivable of $3.0 million with the majority in Housing & Community Grants of $2.8 million and Housing Successor Agency of $1.2 million offset by a decrease in General Fund of $0.8 million and Transportation of $0.2 million; leases receivable of $0.5 million; interest receivable of $0.3 million; accounts receivable of $2.4 million (Transportation $1.7 million, Public Safety Impact Fee $0.1 million, Government Facilities Impact Fee $0.1 million, General Fund $0.3 million and Recreation Facilities $0.2 million); and taxes receivable of $1.7 million (mainly in Measure R $1.1 million). A decrease was seen in inventory of $0.2 million. Intergovernmental balances increased $3.5 million (95%) as a result of increase in due from other funds of $0.6 million and due from other governmental agencies of $2.9 million.

Liabilities – Liabilities have decreased $17.7 million (38%) due to a decrease in other liabilities of $17.7 million (40%), consisting of decreases in unearned revenue of $22.1 million as revenue has been received and recognized, and customer deposits of $0.2 million, offset by increases in accounts payable of $4.0 million, and due to other funds of $0.6 million.

Deferred Inflows of Resources – Deferred Inflows of Resources increased $2.9 million (21%) mainly due to increases in unavailable revenue of $2.3 million consisting of impact fees receivable of $2.6 million, property tax receivable of $0.2 million, business tax receivable of $0.1 million offset by a decrease in grants receivable of $0.6 million. Leases had an increase of $0.6 million (27%).

Fund Balances - By June 30, 2025, the City's Governmental Funds had a total fund balance of $411.0 million, an increase of $58.9 million (17%) from the prior fiscal year, which was a combination of increases and decreases in various funds which are discussed later.

Table 7, Statement of Revenues & Expenditures – Governmental Funds shows the results of the last two fiscal years' activities.

Table 7

Statement of Revenues & Expenditures - Governmental Funds
(in millions)

	FY 24-25	FY 23-24	Change $	Change %
Revenues	$ 238.7	$ 208.9	$ 29.8	14%
Expenditures	176.0	156.1	19.9	13%
Excess of Revenues Over Expenditures	62.7	52.8	9.9	19%
Other Sources & (Uses)	(3.8)	(4.2)	(0.4)	-10%
Net Change	$ 58.9	$ 48.6	$ 10.3	21%

Revenues increased $29.8 million from the prior year. Sales tax decreased $0.9 million which includes a decrease in Measure R sales tax of $2.4 million (21%) as funding for Measure R Trails and Measure R Regional are received on a reimbursement basis. In addition, we had growth in general sales tax of $1.0 million (2%), Measure N sales tax of $0.3 million (2%) and Measure T sales tax of $0.2 million (2%). Property tax revenue saw an increase of $2.7

million (8%) as growth in property values and new developments continued. Subventions and grants grew $18.1 million mainly due to the project closing out for ARPA funding. Other increases in revenues included fees and fines of $2.3 million as impact fee revenues were up; charges for current services of $3.1 million; miscellaneous revenue of $0.6 million; and uses of money and property of $4.6 million as the average interest earnings rate this year was 3.82% and there also was an increase in the fair market value of investments held on June 30, 2025 in accordance with GASB 31. Decreases were seen in other taxes of $0.7 million, including franchise fees of $0.8 million and business license of $0.1 million offset by an increase in transient occupancy tax of $0.2 million.

Expenditures grew by $19.9 million, as compared to the prior year. Increases were seen in capital-related projects of $3.9 million as projects were in progress. Other Financing Sources & Uses in the governmental funds had a decrease of $0.4 million mainly due to transfers out exceeding transfers in for the current year. Increases can also be attributed to the following:

- General Government had an increase of $0.2 million which included an increase in salaries and benefits of $0.2 million as a result of wage and benefit increases.
- Community Development of $1.0 million which included salaries and benefits of $1.0 million as a result of wage and benefit increases.
- Housing and Community Grants of $1.0 million as a result of program activity.
- Fire of $2.6 million which included salaries and benefits of $2.2 million as a result of wage and benefit increases. Other increases were seen in various other operating expenses of $0.2 million and allocated expenses and services provided of $0.2 million.
- Police of $7.6 million which included salaries and benefits of $6.0 million as a result of wage and benefit increases. Other increases were seen in various other operating expenses of $0.4 million and allocated expenses and services provided of $1.2 million.
- Public Works of $1.4 million which included salaries and benefits of $0.9 million as a result of wage and benefit increases. Other increases were seen in various other operating expenses of $0.4 million and allocated expenses and services provided of $0.1 million.
- Parks & Recreation of $1.8 million which included salaries and benefits of $1.6 million as a result of wage and benefit. Other increases were seen in various other operating expenses of $0.1 million and allocated expenses and services provided of $0.1 million.

ANALYSIS OF MAJOR GOVERNMENTAL FUNDS

General Fund - The General Fund saw a change in fund balance of $27.5 million for the year. Contributing to the growth in the fund balance was an increase in revenues of $6.1 million (6%) as compared to last year. The increases included property taxes of $2.7 million (8%), sales tax of $1.0 million (2%), subventions and grants of $0.1 million (3%), uses of money and property (interest earnings) of $0.3 million (10%), fees and fines of $0.2 million (18%), and charges for current services of $2.6 million (69%). Decreases occurred in other taxes of $0.7 million (6%), and miscellaneous of $0.1 million (6%).

Measure N - The Measure N fund is used to account for the half-cent sales tax override approved by the citizens of Visalia in November 2016 which funds increased City essential services of Police, Fire, Streets and Parks. Measure N saw an overall increase in revenues of $0.8 million compared to the prior year. The increase includes growth in interest earnings of $0.4 million and sales tax of $0.4 million. The Measure N's fund balance increased $5.3 million to $42.2 million as a result of revenues and other financing sources exceeding expenditures for the year.

American Rescue Plan - The American Rescue Plan Fund is used to account for the tracking of American Rescue Plan Act funds received as a result of the COVID pandemic. The final reporting for the American Rescue Plan close out has been completed and the fund balance is zero.

Transportation - The Transportation Fund is used to account for the financing and construction of new streets, roads, and various new transportation infrastructure and facilities. Funding is provided by Transportation Impact Fees. The Transportation's fund balance increased $4.6 million to $36.0 million as a result of revenues exceeding capital projects for the year. Contributing to the increase in fund balance was an increase in impact fees collected and a higher interest earnings rate for the year, including an increase in the fair market value of investments. There was an increase in capital related project activity as projects are moving forward.

Civic Center – The Civic Center fund is used to account for the construction of the Civic Center and related capital improvement projects. Revenue is collected from land sales, one-time monies as incentive revenues, General Fund surplus, and other transfers authorized by the City Council. The Civic Center's fund balance decreased $0.5 million due to capital expenses of $4.8 million off set by interest earnings of $4.3 million.

All Other Governmental Funds - These funds (referred to as Non-Major Funds) are not presented separately in the Basic Financial Statements but are individually presented in Supplementary Information. Combined they received $69.0 million in revenue and have a combined fund balance at year-end of $172.5 million.

ANALYSIS OF MAJOR PROPRIETARY FUNDS

Business-Type Funds

By June 30, 2025, the City's Proprietary Funds combined net position totaled $479.1 million, an increase of $17.3 million from the prior fiscal year, which was a combination of increases and decreases in various funds. Enterprise operating revenues, including charges for services and grants and contributions, were $90.1 million this year, an increase of $11.0 million from last year.

Grants and contributions had an increase of $7.5 million mainly due to receiving more grant revenue in Transit of $7.2 million resulting from the timing constraints and increases to the annual apportionment. In addition, Solid Waste had increases of $0.1 million as a result of receiving a CalRecyle OWR4 grant for the purchase of a solid waste front load truck, and Animal Control increased $0.1 million in grant funding for providing assistance to owners reclaiming their pets.

Charges for services had an increase of $3.5 million. Revenues were up for the Water Reclamation Facility by $1.7 million (residential users, trunk line capacity, and front footage fees). Increases were also seen in Transit of $0.9 million (farebox ticket sales, and Sequoia Shuttle National Parks reimbursement), Convention Center of $0.2 million (conference room, equipment rental, bar sales, and security services), Animal Control of $0.3 million (animal service contract charges for Dinuba, Exeter and Farmersville), and Building Safety of $0.6 million (overall increase in construction permits issued). Revenues were offset by a decrease in Solid Waste of $0.1 million (franchise tax). Storm Sewer Maintenance and Airport were consistent with the prior year.

Operating expenses were $96.7 million this year, an increase of $16.7 million from last year including increases in maintenance and operations of $13.7 million, salaries and benefits of $2.6 million as the result of wage and benefit increases and annual pension adjustments, and depreciation and amortization of $0.4 million.

Water Reclamation Facility – Operating revenues increased $1.7 million. Revenues had increases in trunk line capacity fees of $1.0 million, front footage fees of $0.2 million, septage receiving fees of $0.1 million, residential fees of $0.1 million, commercial fees of $0.3 million, and services provided of $0.3 million, offset by a decrease in industrial fees of $0.3 million. Operating expenses increased by $3.6 million mainly due to increases in maintenance and operations of $3.5 million which had increases in utility expenses of $0.1 million, allocated

expenses and services provided of $0.3 million, capital related activity of $2.6 million, chemicals of $0.2 million, equipment maintenance of $0.1 million, dump charges of $0.1 million and computer software support of $0.1 million. Increases were also seen in salaries and benefits of $0.1 million as the result of wage and benefit increases and annual pension adjustments.

Storm Sewer Maintenance - Operating revenues of $1.4 million were consistent with the prior year. Operating expenses increased by $0.2 million including increases in salaries and benefits of $0.1 million as the result of wage and benefit increases and annual pension adjustments and increases in maintenance and operations of $0.1 million for allocated expenses and services provided.

Solid Waste - Operating revenues of $24.1 million were consistent with the prior year. Operating expenses increased by $4.2 million due to increases in salaries and benefits of $2.1 million as the result of wage and benefit increases and annual pension adjustments, depreciation expenses of $0.1 million, and maintenance and operations of $2.0 million mainly due to allocated expenses and services provided of $1.2 million, capital related activity of $0.9 million, offset by a decrease in bad debts of $0.1 million.

Transit – Operating revenues increased $8.1 million from last year. The majority of the increase was operating grant revenue of $7.2 million due to the timing of when the City receives the grant funding and receiving more in transit assistance grant funding which can fluctuate from year to year. Increases were also seen in Sequoia Shuttle National Park reimbursement of $0.7 million, and farebox and ticket sales of $0.3 million, offset by a decrease in CNG sales and carbon credits of $0.1 million. Operating expenses increased by $8.2 million mainly due to increases of $7.9 million in maintenance and operations including new vendor providing bus services (RATP Dev USA Inc.) of $7.4 million, CNG fuel of $0.1 million, capital related activity of $0.2 million, and allocated expenses and services provided of $0.2 million. Increases were also seen in depreciation expense of $0.2 million and salaries and benefits of $0.1 million as the result of wage and benefit increases and annual pension adjustments.

ANALYSIS OF NON MAJOR PROPRIETARY FUNDS

Convention Center - Operating revenues increased by $0.2 million. Increases were mainly seen in conference room, equipment rental, bar sales, and security services of $0.2 million. Operating expenses increased by $0.5 million mainly due to increases in maintenance and operations of $0.4 million including increases in allocated expenses and services provided of $0.2 million, security services of $0.1 million and utilities of $0.1 million due to higher event activity. An increase was also seen in salaries and benefits of $0.1 million as the result of wage and benefit increases and annual pension adjustments

Airport - Operating revenues of $2.4 million were consistent with the prior year with an increase in grant funding of $0.1 million and a decrease in fuel sales of $0.1 million. Operating expenses increased by $0.2 million in salaries and benefits as the result of wage and benefit increases and annual pension adjustments.

Building Safety – Operating revenues increased by $0.6 million due to an overall increase in construction permits compared to prior years activity. Operating expenses decreased by $0.4 million mainly in maintenance and operations consisting of allocated expenses and services provided of $0.3 million and computer software support of $0.1 million. Salaries and benefits were consistent with the prior year including minor fluctuations as the result of wage and benefit increases and annual pension adjustments.

Animal Control – Operating revenues increased by $0.4 million mainly due to an increase in animal service contract charges of $0.3 million for Dinuba, Exeter and Farmersville and $0.1 million for grant funding for assistance to owners for reclaiming their pet. Operating expenses increased by $0.1 million mainly due to grant expenses of $0.1 million consisting of services for animals including daily boarding and impound fees, vaccinations and spay/neuter fees. Salaries and benefits were consistent with the prior year including minor fluctuations as the result of wage and benefit increases and annual pension adjustments.

GENERAL FUND BUDGETARY HIGHLIGHTS

General Fund - Original and Final Budget Comparison

The City's final General Fund budget differs from the original budget due to carry-forward appropriations for capital projects and supplemental appropriations approved throughout the year at Council meetings and during the Mid-Year budget reviews.

Budgeted total revenues increased by $0.3 million to a final budgeted amount of $101.3 million, mainly due to an increase in grant funding of $0.3 million.

Budgeted total expenditures increased by $5.2 million to a final budgeted amount of $95.4 million, mainly due to an increase of $5.1 million in Capital Outlay (Projects).

General Fund - Final Budget and Actual Comparison

Total revenues were $10.9 million higher than the final budgeted amount, as detailed below.

- Sales Tax – was $1.3 million more than budgeted as the budget was conservative. The economy had growth, inflation continued and averaged 3.0% for the year making goods and services more expensive. In addition, new businesses opened within the City.
- Property Tax – was $2.9 million more than budgeted as valuation increased more than anticipated due to increased development and increases in real estate prices.
- Transient Occupancy Tax – was $0.4 million more than budgeted as there were more hotel stays and short term rentals than anticipated as well as increased collection efforts in the short-term rental sector.
- Franchise Fees – was $0.9 million less than budgeted as revenues were down more than anticipated as the Southern California Gas Company payment was significantly lower this year due to a decrease in usage and price procurement.
- Business License – was $0.1 million less than budgeted as business license activity was slightly lower than anticipated for the year. In addition, the implementation of a new online business license billing and receipt system required adjustments that occurred due to the transition of systems.
- Subventions and Grants – was $1.9 million more than budgeted mostly due to the City drawing down grant funding for capital improvement projects.
- Total Fees and Fines – was $0.2 million more than budgeted as local ordinance violations and vehicle code and parking violations were more than projected.
- Interest Earned – was $2.1 million more than budgeted which includes interest earnings of $1.2 million due to the earnings rate being more than projected averaging 3.82% for the year and investment & fair market value gain of $0.9 million.
- Total expenditures were $0.3 million more than budget. This difference had contributing factors such as vacancies, wage and salary increases, which included adjustments to pension expense as required by GASB 68 all offset by capital outlay.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The City's capital assets for its Governmental and Business-Type activities as of June 30, 2025 totaled $797.1 million (net of accumulated depreciation and amortization), as shown in Table 8, Capital Assets, Net of Accumulated Depreciation & Amortization. For Government-wide Financial Statements, capital asset purchases for governmental activities are capitalized and depreciated. In contrast, in the Fund Financial Statements capital asset purchases for governmental activities are recorded as expenditures. Additional information about the City's capital assets can be found in the *Notes to Financial Statements, Note 6 – Capital Assets.*

Table 8

Capital Assets, Net of Accumulated Depreciation & Amortization
(in millions)

	FY 24-25	FY 23-24	Change $	Change %
Governmental Activities				
Land	$ 49.7	$ 42.3	$ 7.4	17%
Buildings	50.6	42.8	7.8	18%
Improvements	58.3	59.1	(0.8)	-1%
Equipment	24.8	21.5	3.3	15%
Infrastructure	199.8	167.7	32.1	19%
Construction in Progress	46.1	65.1	(19.0)	-29%
Right-to-use assets - lease assets	0.6	0.6	-	0%
Right-to-use assets - SBITA	2.4	2.7	(0.3)	-11%
Total	$ 432.3	$ 401.8	$ 30.5	8%
Business-Type Activities				
Land	$ 26.1	$ 26.1	-	0%
Buildings	32.6	33.8	(1.2)	-4%
Improvements	146.0	150.6	(4.6)	-3%
Equipment	28.4	26.0	2.4	9%
Infrastructure	117.9	117.7	0.2	0%
Construction in Progress	11.7	8.1	3.6	44%
Right-to-use assets - SBITA	2.1	0.1	2.00	2000%
Total	$ 364.8	$ 362.4	$ 2.4	1%
Total City-Wide	$ 797.1	$ 764.2	$ 32.9	4%

Major capital asset events during the current fiscal year included the following:

Governmental

- Fire Station 56 completed
- Purchased building at 300 E. Mineral King
- Caldwell Improvement project Santa Fe to Lovers Lane in progress
- Shirk Widening project in progress
- Riggin Widening project in progress
- Play structures installed at 6 city parks
- Shade structures installed at 3 city parks
- Arbors replaced at Whitendale Park
- Picnic tables replaced at various city parks

- Blain Park retaining wall completed
- Village Park basketball court resurfaced
- New ovens at the Senior Center
- Purchased 24 new Dodge Durangos for Police
- Purchased new Sweeper for Streets Division
- Purchased 4 new Dodge Durangos for Measure N Police
- Purchased 7 new Dodge Durangos for Measure T Police

Business-type

- Purchased 8 new Roll-Off boxes for Solid Waste
- Purchased 8 new Solid Waste collection vehicles
- Purchased Compact Loader for Solid Waste division
- Purchased 4 Dump Trailers and 1 30-Yd refuse bin for new SWEEP division
- Purchased 2 new 40' Electric Buses for Transit
- Purchased 7 new vans for Micro Transit program
- New Battery Backup System for citywide computer network

Debt Administration

The City's total long-term debt decreased by $2.7 million (2%) during the fiscal year, as shown in Table 9, Outstanding Debt. This was due to the City's regularly scheduled debt service payments, lease payments, SBITA payments, and adjustments to Compensated Absences. See the accompanying *Notes to Basic Financial Statements, Note 7 – Long-Term Debt* for further detail. The following summarizes the City's outstanding debt.

Table 9
Outstanding Debt
(in millions)

	FY 24-25	FY 23-24*	Change $	Change %
Governmental Activities				
Certificates of Participation	$ 5.5	$ 6.5	$ (1.0)	-15%
Lease Liabilities	0.6	0.6	-	0%
SBITA Liabilities	2.3	2.4	(0.1)	-4%
Compensated Absences	11.3	10.8	0.5	5%
Total	$ 19.7	$ 20.3	$ (0.6)	-3%
Business-Type Activities				
Certificates of Participation	$ 2.6	$ 3.6	$ (1.0)	-28%
Lease	1.6	2.1	(0.5)	-24%
Notes - Direct Borrowings	79.0	81.7	(2.7)	-3%
SBITA Liabilities	2.1	0.04	2.1	5150%
Compensated Absences	2.2	2.2	-	0%
Total	$ 87.5	$ 89.6	$ (2.1)	-2%
Total City-Wide	$ 107.2	$ 109.9	$ (2.7)	-2%

* As restated due to the implementation of GASB 101.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

Overall, the City is in good financial shape. However, like all Government Agencies throughout California, the City is faced with increases in pension costs, health care, minimum wage, annual operating costs, aging infrastructure, and a potential economic downturn.

Visalia, like many businesses across the nation, is struggling to retain current employees and fill vacant positions. Employees are the City's most important resource as they serve Visalia residents by providing high quality programs and services. In order to retain employees, the City must compensate them appropriately and competitively for the work they perform, attempting to keep pace with the labor market. The budget for fiscal Year 2025-26 includes a wage increase of up to 4% and the addition of 2 full time employees in Measure N.

Visalia is dealing with inflation and continued supply shortages which is increasing costs significantly. In addition to inflation, operating costs are increasing as more technology is implemented throughout the departments. Technology is used for communication, operations, data collection, and administration of processes. Technology allows departments to become more efficient and responsive in many ways but comes with annual on-going costs.

While revenues continue to have small growth, 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 contribute to an economic downturn. The City is optimistic but must also be fiscally responsible by having sufficient reserves, balanced budgets, and prudent spending policies.

Economists are speculating that the national economic outlook for 2026 is one with slowing Gross Domestic Product (GDP) growth with inflation cooling as the Federal Open Market Committee (FOMC) continues to make cuts to the federal funds rate, which will reduce interest earnings as the average interest rate earned decreases. However, outlook predictions can easily be affected by trade tensions, uncertainty with tariffs, and federal policies. These issues affect us locally as they have ramifications in both industrial and consumer consumption which may affect Sales Tax revenue for the City.

We are projecting that revenues will still increase but not at the rates we have seen in past fiscal years. We are not projecting a recession at this time, however, this could change before the next budget is adopted. Expenditures have been increasing over the last couple of years at a higher rate due to inflation, shortages, legislation, and wage increases.

REQUEST FOR FINANCIAL INFORMATION

This financial report is designed to provide our citizens, customers, investors, and creditors with a general overview of the City's finances, and to demonstrate the City's accountability for the money it receives and expends. If you have questions about this report, or need any additional financial information, contact the City of Visalia's Finance Department at 707 W. Acequia Ave., Visalia, CA 93291.

VISALIA

BASIC FINANCIAL STATEMENTS

VISALIA

STATEMENT OF NET POSITION AND STATEMENT OF ACTIVITIES

The Statement of Net Position and the Statement of Activities are required by Governmental Accounting Standards Board (GASB) Statement No. 34. Their purpose is to summarize the entire City's financial activities and financial position. They are prepared on the same basis of accounting as is used by most businesses, which means they include all the City's assets and all its liabilities, deferred inflows and outflows of resources, as well as all its revenues and expenses. This is known as the full accrual basis of accounting – the effect of all the City's transactions is taken into account, regardless of whether or when cash changes hands, but all material internal transactions between City funds have been eliminated.

The Statement of Net Position reports the difference between the City's total assets and deferred outflows of resources and deferred inflows of resources and the City's total liabilities, including all the City's capital assets and all its long-term debt. The Statement of Net Position presents information similar to the old balance sheet format, but presents it in a way that focuses the reader on the composition of the City's net position, by subtracting total liabilities and deferred inflows of resources from total assets and deferred outflows of resources.

The Statement of Net Position summarizes the financial position of all of the City's Governmental Activities in a single column, and the financial position of all the City's Business-type Activities in a single column; these columns are followed by a total column that presents the financial position of the entire City.

The City's Governmental Activities include the activities of its General Fund, along with all its Special Revenue, Capital Projects and Debt Service Funds. Since the City's Internal Service Funds service these Funds, their activities are consolidated with Governmental Activities, after eliminating interfund transactions and balances. The City's Business-type Activities include all its Enterprise Fund activities.

The Statement of Activities reports increases and decreases in the City's net position. It is also prepared on the full accrual basis of accounting, which means it includes all the City's revenues and all its expenses, regardless of when cash changes hands. This differs from the modified accrual basis of accounting used in the Fund financial statements, which reflect only current assets, current liabilities, available revenues and measurable expenditures.

The Statement of Activities presents the City's expenses first, listed by program, and follows these with the expenses of its business-type activities. Program revenues – revenues which are generated directly by these programs – are then deducted from program expenses to arrive at the net expense of each governmental and business-type program. The City's general revenues are then listed in the Governmental Activities or Business-type Activities column, as appropriate, and the Change in Net Position is computed and reconciled with the Statement of Net Position.

Both these statements include the financial activities of the City and the Visalia Public Finance Authority, which is legally separate but is a component unit of the City because it is controlled by the City, which is financially accountable for the activities of this entity.

These financial statements, along with the fund financial statements and footnotes, are called *Basic Financial Statements*.

CITY OF VISALIA
STATEMENT OF NET POSITION
JUNE 30, 2025

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Investments (Note 3)	$ 409,754,300	$ 222,890,290	$ 632,644,590
Restricted Cash and Investments (Note 3)	6,204,448	6,242,915	12,447,363
Accounts Receivable	14,498,729	8,807,821	23,306,550
Leases Receivable (Note 14)	2,802,596	5,051,861	7,854,457
Interest Receivable	4,644,204	-	4,644,204
Taxes Receivable	21,121,095	11,180,204	32,301,299
Notes and Loans Receivable (Note 5)	47,139,398	18,771	47,158,169
Supplies	1,199,177	107,983	1,307,160
Internal Balances (Note 4D)	5,164,183	(5,164,183)	-
Due from Other Governmental Units	3,406,945	2,360,535	5,767,480
Prepaids and Deposits	13,848	28,323	42,171
Capital Assets, Net of Accumulated Depreciation (Note 6):			
Capital Assets Not Being Depreciated or Amortized	95,857,437	37,880,445	133,737,882
Capital Assets Being Depreciated or Amortized	336,479,708	326,874,520	663,354,228
Total Assets	948,286,068	616,279,485	1,564,565,553
DEFERRED OUTFLOWS OF RESOURCES			
Pension Related (Note 10)	37,892,547	8,780,018	46,672,565
Total Deferred Outflows of Resources	37,892,547	8,780,018	46,672,565
LIABILITIES			
Accounts, Interest, and Contracts Payable	19,262,280	9,941,204	29,203,484
Advances from Grantors and Third Parties	-	8,991,160	8,991,160
Customer Deposits	593,567	528,965	1,122,532
Unearned Revenue	7,706,646	1,336,730	9,043,376
Accrued Personnel Costs	51,913	-	51,913
Long-Term Liabilities (Note 7):			
Due Within One Year	3,311,184	4,743,373	8,054,557
Due in More Than One Year	16,427,663	82,712,176	99,139,839
Liability for Self-Insurance Claims (Note 11):			
Due Within One Year	938,697	-	938,697
Due in More Than One Year	11,183,382	-	11,183,382
Net Pension Liability Due in More Than One Year (Note10)	124,049,621	37,664,886	161,714,507
Total Liabilities	183,524,953	145,918,494	329,443,447
DEFERRED INFLOWS OF RESOURCES			
Pension Related (Note 10)	1,410,785	272,581	1,683,366
Lease Related (Note 14)	2,819,111	4,907,216	7,726,327
Total Deferred Inflows of Resources	4,229,896	5,179,797	9,409,693
NET POSITION			
Net Investment in Capital Assets	422,590,865	279,487,995	702,078,860
Restricted for:			
Capital Projects	173,294,936	14,485,714	187,780,650
Debt Service	18,254	4,365,228	4,383,482
Waterways/Groundwater Projects	8,772,969	-	8,772,969
Landscape & Lighting Districts	19,124,190	-	19,124,190
Public Safety	19,113,967	-	19,113,967
Roadway Projects	21,908,396	-	21,908,396
Housing & Community Grants and Successor Agency	37,498,679	-	37,498,679
Golf Course Maintenance Projects & Miscellaneous	2,430,455	-	2,430,455
Total Restricted Net Position	282,161,846	18,850,942	301,012,788
Unrestricted	93,671,055	175,622,275	269,293,330
Total Net Position	$ 798,423,766	$ 473,961,212	$ 1,272,384,978

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Business-Type Activities	Total
Governmental Activities							
General Government	$ 7,331,252	$ 1,820,715	$ 795,638	$ 3,937,841	$ (777,058)	$ -	$ (777,058)
Community Development	8,362,951	3,819,885	35,341	14,621	(4,493,104)	-	(4,493,104)
Housing & Community Grants	11,881,597	67,085	15,770,058	-	3,955,546	-	3,955,546
Public Safety							
Police	62,253,191	4,756,449	14,206,241	847,688	(42,442,813)	-	(42,442,813)
Fire	26,078,536	2,801,296	-	42,061	(23,235,179)	-	(23,235,179)
Public Works	20,371,848	15,776,426	12,343	11,477,091	6,894,012	-	6,894,012
Parks & Recreation	18,002,318	10,493,044	21,202	6,128,718	(1,359,354)	-	(1,359,354)
Interest on Long-Term Debt	324,306	-	-	-	(324,306)	-	(324,306)
Total Governmental Activities	154,605,999	39,534,900	30,840,823	22,448,020	(61,782,256)	-	(61,782,256)
Business-Type Activities							
Convention Center	4,611,546	2,273,986	-	-	-	(2,337,560)	(2,337,560)
Airport	2,501,772	2,371,250	64,659	-	-	(65,863)	(65,863)
Water Reclamation Facility	35,251,458	32,512,180	37,800	4,165,309	-	1,463,831	1,463,831
Storm Sewer Maintenance	2,897,617	1,378,380	-	1,639,772	-	120,535	120,535
Solid Waste	26,352,994	23,470,039	638,197	62,218	-	(2,182,540)	(2,182,540)
Transit	27,772,894	6,296,565	16,012,472	4,800,751	-	(663,106)	(663,106)
Animal Control	2,481,923	927,085	86,970	-	-	(1,467,868)	(1,467,868)
Building Safety	3,407,115	4,040,108	-	-	-	632,993	632,993
Total Business-Type Activities	105,277,319	73,269,593	16,840,098	10,668,050	-	(4,499,578)	(4,499,578)
Total	$ 259,883,318	$ 112,804,493	$47,680,921	$ 33,116,070	$ (61,782,256)	$ (4,499,578)	$ (66,281,834)
		General Revenues					
		Taxes:					
		Sales Taxes			85,140,027	-	85,140,027
		Property Taxes			37,243,803	-	37,243,803
		Transient Occupancy Taxes			5,001,865	-	5,001,865
		Franchise Taxes			3,232,921	-	3,232,921
		Business License Taxes			3,561,927	-	3,561,927
		Investment Earnings			19,082,755	13,060,815	32,143,570
		Miscellaneous			1,146,495	2,938,586	4,085,081
		Transfers			(5,181,564)	5,181,564	-
		Total General Revenues and Transfers			149,228,229	21,180,965	170,409,194
		Change in Net Position			87,445,973	16,681,387	104,127,360
		Net Position - Beginning of Year, As Previously Reported			715,672,024	458,182,170	1,173,854,194
		Restatement - Change in Accounting Principle			(4,694,231)	(902,345)	(5,596,576)
		Net Position - Beginning of Year, as Restated (Note 17)			710,977,793	457,279,825	1,168,257,618
		Net Position - End of Year			$ 798,423,766	$ 473,961,212	$ 1,272,384,978

The accompanying notes are an integral part of these financial statements.

VISALIA

FUND FINANCIAL STATEMENTS

GASB Statement No. 34 revised the format of the Fund Financial Statements so that only individual major funds are presented, while non-major funds are combined in a single column. Major funds are defined generally as having significant activities or balances in the current year. No distinction is made between fund types.

MAJOR GOVERNMENTAL FUNDS

The funds described below were determined to be Major Funds by the City in fiscal year 2024-25. Individual non-major funds are presented in the Supplementary Information section.

GENERAL FUND
The General Fund is used to account for all the general revenues of the City not specifically levied or collected for other City funds and their related expenditures. The General Fund accounts for all financial resources of the City which are not accounted for in another fund. The General Fund includes the Capital Project Funds and Emergency Reserve Fund.

MEASURE N – SPECIAL REVENUE FUND
Measure N is used to account for increased public safety services including police and fire, repair and maintenance for streets and roads, and maintenance of parks and trails. Measure N provides the City with a reliable, ongoing local source of funding which is locally controlled with citizen oversight. Financing is provided by the ½ cent sales tax ballot measure (N) approved by voters during the November 8, 2016 election.

AMERICAN RESCUE PLAN – SPECIAL REVENUE FUND
Established to track and account for American Rescue Plan Act federal grant funding. Monies can only be used according to the plan guidelines.

TRANSPORTATION – CAPITAL PROJECT FUND
Established to account for the financing and construction of streets, roads, and various transportation infrastructure and facilities. Funding is provided by Transportation Impact Fees.

CIVIC CENTER – CAPITAL PROJECT FUND
Established to account for the construction of the Civic Center and related capital improvement projects. Revenue is collected from land sales, one time monies such as incentive revenues and General Fund surplus or other transfers authorized by City Council.

CITY OF VISALIA
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2025

	Major Funds		
	General Fund	Measure N - Special Revenue Fund	American Rescue Plan - Special Revenue Fund
ASSETS			
Cash and Investments (Note 3)	$ 58,874,557	$ 40,516,185	$ -
Restricted Cash and Investments (Note 3)			
Cash Held by Trustee	-	-	-
Cash Held by City	-	-	-
Accounts Receivable	2,305,525	13,136	-
Leases Receivable (Note 14)	453,317	-	-
Interest Receivable	4,644,204	-	-
Taxes Receivable	11,317,052	3,240,934	-
Notes and Loans Receivable (Note 5)	10,668,448	-	-
Supplies	12,312	-	-
Due from Other Funds (Note 4C)	1,860,293	-	-
Advances to Other Funds (Note 4B)	1,948,098	-	-
Due from Other Governmental Units	282,573	-	-
Prepaids and Deposits	13,844	-	-
Total Assets	$ 92,380,223	$ 43,770,255	$ -
LIABILITIES			
Accounts, Interest and Contracts Payable	$ 1,227,973	$ 1,569,259	$ -
Due to Other Funds (Note 4C)	-	-	-
Advances from Grantors and Third Parties	-	-	-
Advances from Other Funds (Note 4B)	-	-	-
Customer Deposits	392,120	-	-
Unearned Revenue	923,223	-	-
Accrued Personnel Costs	36,401	-	-
Total Liabilities	2,579,717	1,569,259	-
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue - Property Tax	1,312,945	-	-
Unavailable Revenue - Business Tax	998,106	-	-
Unavailable Revenue - Impact Fees	-	-	-
Unavailable Revenue - Misc	449,939	-	-
Leases (Note 14)	435,735	-	-
Total Deferred Inflows of Resources	3,196,725	-	-
FUND BALANCES (Note 9)			
Nonspendable	1,974,254	-	-
Restricted	18,334,342	42,200,996	-
Committed	25,402,999	-	-
Assigned	38,237,724	-	-
Unassigned (Deficit)	2,654,462	-	-
Total Fund Balances	86,603,781	42,200,996	-
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 92,380,223	$ 43,770,255	$ -

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
BALANCE SHEET
GOVERNMENTAL FUNDS (Continued)
JUNE 30, 2025

	Major Funds		Non-Major Funds	
	Transportation - Capital Project Fund	Civic Center - Capital Project Fund	All Other Governmental Funds	Total
ASSETS				
Cash and Investments (Note 3)	$ 39,969,905	$ 73,457,122	$ 140,121,995	$ 352,939,764
Restricted Cash and Investments (Note 3)				
Cash Held by Trustee	-	-	18,254	18,254
Cash Held by City	-	-	5,669,443	5,669,443
Accounts Receivable	8,601,992	702	3,501,217	14,422,572
Leases Receivable (Note 14)	-	-	2,349,279	2,802,596
Interest Receivable	-	-	-	4,644,204
Taxes Receivable	-	-	6,563,109	21,121,095
Notes and Loans Receivable (Note 5)	148,833	120,349	36,201,768	47,139,398
Supplies	-	-	-	12,312
Due from Other Funds (Note 4C)	-	-	-	1,860,293
Advances to Other Funds (Note 4B)	-	-	-	1,948,098
Due from Other Governmental Units	-	-	3,124,372	3,406,945
Prepaids and Deposits	-	-	4	13,848
Total Assets	$ 48,720,730	$ 73,578,173	$ 197,549,441	$ 455,998,822
LIABILITIES				
Accounts, Interest and Contracts Payable	$ 4,890,074	$ 15,202	$ 8,675,194	$ 16,377,702
Due to Other Funds (Note 4C)	-	-	1,860,293	1,860,293
Advances from Grantors and Third Parties	-	-	-	-
Advances from Other Funds (Note 4B)	-	-	1,948,098	1,948,098
Customer Deposits	-	-	201,447	593,567
Unearned Revenue	-	-	6,783,423	7,706,646
Accrued Personnel Costs	-	-	-	36,401
Total Liabilities	4,890,074	15,202	19,468,455	28,522,707
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue - Property Tax	-	-	-	1,312,945
Unavailable Revenue - Business Tax	-	-	-	998,106
Unavailable Revenue - Impact Fees	7,793,237	-	3,151,746	10,944,983
Unavailable Revenue - Misc	-	-	-	449,939
Leases (Note 14)	-	-	2,383,376	2,819,111
Total Deferred Inflows of Resources	7,793,237	-	5,535,122	16,525,084
FUND BALANCES (Note 9)				
Nonspendable	-	-	-	1,974,254
Restricted	36,037,419	-	162,440,373	259,013,130
Committed	-	73,562,971	8,394,753	107,360,723
Assigned	-	-	1,795,407	40,033,131
Unassigned (Deficit)	-	-	(84,669)	2,569,793
Total Fund Balances	36,037,419	73,562,971	172,545,864	410,951,031
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 48,720,730	$ 73,578,173	$ 197,549,441	$ 455,998,822

The accompanying notes are an integral part of these financial statements.

VISALIA

CITY OF VISALIA
RECONCILIATION OF THE BALANCE SHEET -
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
JUNE 30, 2025

Total Fund Balances - Governmental Funds		$ 410,951,031
CAPITAL ASSET TRANSACTIONS:		
Capital Assets: In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets, accumulated depreciation and accumulated amortization.		
Capital Assets at Cost	$595,130,686	
Accumulated Depreciation	(185,184,832)	
Right-To-Use Assets - Lease Assets at Cost	700,502	
Right-To-Use Assets - Subscription-Based Information Technology Arrangements	3,946,482	
Accumulated Amortization	(2,136,970)	412,455,868
ALLOCATION OF INTERNAL SERVICE FUND NET POSITION		
Internal service funds are used by management to charge the cost of certain activities, such as insurance, fleet services, compensated absences, and information services, to individual governmental and proprietary funds. The net current assets and current liabilities of the internal service funds are included in governmental activities in the statement of net position.		50,901,788
LONG-TERM LIABILITIES		
Long-term Liabilities: In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:		
Certificates of Participation	(5,453,813)	
Lease Liabilities	(607,791)	
Subscription-Based Information Technology Arrangements	(1,916,167)	(7,977,771)
DEFERRED INFLOWS / (OUTFLOWS) OF RESOURCES		
Deferred Inflows of Resources: In governmental funds, future payments for receivables on delinquent property taxes, business taxes and deferred impact fees are treated as deferred inflows of resources. In government-wide statements, future payments of delinquent property taxes, business taxes and deferred impact fees are recorded as an offset to receivables.		13,705,973
Net pension liability and the related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period or not available for current expenditures and are not reported in the governmental fund financial statements:		
Pension related deferred outflows of resources - net of $1,793,113 allocated to the internal service funds	36,099,434	
Aggregate net pension liabilities - net of $7,692,179 allocated to the internal service funds	(116,357,442)	
Pension related deferred inflows of resources - net of $55,670 allocated to the internal service funds	(1,355,115)	(81,613,123)
Total Net Position - Governmental Activities		$ 798,423,766

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2025

	Major Funds		Major Funds
	General Fund	Measure N - Special Revenue Fund	American Rescue Plan - Special Revenue Fund
REVENUES			
Sales Taxes	$ 48,662,242	$ 18,733,236	$ -
Property Taxes	37,080,901	-	-
Other Taxes	11,574,868	-	-
Subventions and Grants	2,779,212	41,811	21,936,281
License and Permits	49,532	-	-
Fees and Fines	1,325,640	-	-
Uses of Money and Property	3,061,522	2,113,021	662,830
Charges for Current Services	6,298,321	-	-
Miscellaneous	1,392,021	41,563	302
Total Revenues	112,224,259	20,929,631	22,599,413
EXPENDITURES			
Current:			
General Government	3,206,327	228,496	-
Community Development	7,001,361	-	-
Housing & Community Grants	-	-	-
Public Safety:			
Fire	19,230,079	1,802,954	-
Police	44,038,681	7,047,496	-
Public Works	4,145,799	-	-
Parks & Recreation	8,790,090	888,720	-
Capital Outlay	8,685,603	5,104,444	1,308,729
Debt Service (Note 7):			
Principal	602,649	309,507	-
Interest and Fiscal Charges	42,899	28,855	-
Total Expenditures	95,743,488	15,410,472	1,308,729
Excess (Deficiency) of Revenues over (Under) Expenditures	16,480,771	5,519,159	21,290,684
Other Financing Sources (Uses)			
Proceeds From Sale of Capital Assets	18,500	-	-
Subscription Assets Acquired	392,903	-	-
Issuance of Debt - Leases Acquired	15,953	-	-
Transfers In (Note 4A)	23,300,634	24,082	-
Transfers Out (Note 4A)	(12,700,990)	(242,500)	(23,112,970)
Total Other Financing Sources (Uses)	11,027,000	(218,418)	(23,112,970)
Net Change in Fund Balances	27,507,771	5,300,741	(1,822,286)
Fund Balances - Beginning of Year	59,096,010	36,900,255	1,822,286
Fund Balances - End of Year	$ 86,603,781	$ 42,200,996	$ -

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Major Funds		Non-Major Funds	
	Transportation - Capital Project Fund	Civic Center - Capital Project Fund	All Other Governmental Funds	Total
REVENUES				
Sales Taxes	$ -	$ -	$ 18,405,303	$ 85,800,781
Property Taxes	-	-	-	37,080,901
Other Taxes	-	-	101,448	11,676,316
Subventions and Grants	-	-	26,661,789	51,419,093
License and Permits	-	-	8,710	58,242
Fees and Fines	7,248,428	-	9,165,240	17,739,308
Uses of Money and Property	1,985,126	4,291,442	7,660,398	19,774,339
Charges for Current Services	-	-	6,585,402	12,883,723
Miscellaneous	501,720	26	399,594	2,335,226
Total Revenues	9,735,274	4,291,468	68,987,884	238,767,929
EXPENDITURES				
Current:				
General Government	-	35,794	769,680	4,240,297
Community Development	-	-	100,226	7,101,587
Housing & Community Grants	-	-	2,906,613	2,906,613
Public Safety:				
Fire	-	-	3,419,362	24,452,395
Police	-	-	5,150,561	56,236,738
Public Works	63,393	-	2,908,468	7,117,660
Parks & Recreation	-	-	4,817,068	14,495,878
Capital Outlay	5,077,804	4,794,134	32,252,481	57,223,195
Debt Service (Note 7):				
Principal	-	-	1,066,343	1,978,499
Interest and Fiscal Charges	-	-	212,513	284,267
Total Expenditures	5,141,197	4,829,928	53,603,315	176,037,129
Excess (Deficiency) of Revenues over (Under) Expenditures	4,594,077	(538,460)	15,384,569	62,730,800
Other Financing Sources (Uses)				
Proceeds From Sale of Capital Assets	-	-	-	18,500
Subscription Assets Acquired	-	-	-	392,903
Issuance of Debt - Leases Acquired	-	-	-	15,953
Transfers In (Note 4A)	-	-	9,718,758	33,043,474
Transfers Out (Note 4A)	-	-	(1,238,942)	(37,295,402)
Total Other Financing Sources (Uses)	-	-	8,479,816	(3,824,572)
Net Change in Fund Balances	4,594,077	(538,460)	23,864,385	58,906,228
Fund Balances - Beginning of Year	31,443,342	74,101,431	148,681,479	352,044,803
Fund Balances - End of Year	$ 36,037,419	$ 73,562,971	$ 172,545,864	$ 410,951,031

The accompanying notes are an integral part of these financial statements.

VISALIA

CITY OF VISALIA
RECONCILIATION OF THE NET CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
WITH THE CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

Total Net Changes in Fund Balances - Governmental Funds		$ 58,906,228
CAPITAL OUTLAY: In governmental funds, the cost of capital assets are reported as expenditures. In the statement of activities, costs of those assets are allocated over their estimated useful lives as depreciation and amortization expense. The difference between capital outlay expenditures and depreciation expense for the period is:		
Expenditures for Capital Outlay	$ 41,671,167	
Net Retirements of Capital Assets	(1,508,711)	
Depreciation and Amortization Expenses	(12,321,164)	27,841,292
DEBT SERVICE: In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reduction of liabilities. Expenditures for repayment of the principal portion of the long-term debt were:		
Principal Payments of Long-Term Debt	1,066,343	
Principal Payments of Lease Liabilities	24,421	
Principal Payments of Subscription-Based Information Technology Arrangements	887,735	1,978,499
In governmental funds, repayments for delinquent property taxes, business taxes, and deferred impact fees are recognized as revenue. In government-wide statements, repayments of delinquent property taxes, business taxes, and deferred impact fees are recorded as reduction of receivables. Change in unavailable revenue relating to delinquent property taxes, business taxes, and deferred impact fees:		2,281,543
Internal service funds are used by management to charge the cost of certain activities, such as insurance, fleet services, compensated absences, and information services, to individual governmental and proprietary funds. The portion of the net revenue (expense) of these internal allocations to governmental activities was:		232,463
Pension Related Expenses		(3,794,052)
Total Change in Net Position - Governmental Activities		$ 87,445,973

The accompanying notes are an integral part of these financial statements.

VISALIA

MAJOR PROPRIETARY FUNDS

Proprietary funds account for City operations financed and operated in a manner similar to private business enterprises. The intent of the City is that the cost of providing goods and services be financed primarily through user charges.

The funds described below were determined to be Major Funds by the City in fiscal year 2024-25. Individual non-major funds are presented in the Supplementary Information section.

WATER RECLAMATION FACILITY
Established to account for the collection and treatment of wastewater. Revenue is provided by user charges and impact fees as well as limited grant funding. Formerly known as Wastewater Fund.

STORM SEWER MAINTENANCE
Established to account for the operations of the City's storm and sewer drain activity. Revenue is provided by user charges and impact fees as well as limited grant funding.

SOLID WASTE
Established to account for the operations of collecting and disposing of solid waste, Solid Waste Environment Enhancement Program (SWEEP), and street sweeping activities. Revenues are provided by user charges and limited grant funding.

TRANSIT
Established to account for the operations of the City's transit activities. Revenue is provided by state transportation funds, federal grants, and passenger fares.

Non-Major Proprietary Funds Include the following: (detail found on pages 164-166)
Convention Center
Airport
Building Safety
Animal Control

CITY OF VISALIA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2025

	Business-Type Activities - Enterprise Funds			
	Major Funds			
	Water Reclamation Facility	Storm Sewer Maintenance	Solid Waste	Transit
ASSETS				
Current Assets				
Cash and Investments (Note 3)	$ 117,376,439	$ 286,579	$ 38,364,048	$ 47,421,632
Accounts Receivable	4,549,229	244,083	2,792,861	270,014
Leases Receivable (Note 14)	-	-	-	24,458
Taxes Receivable	70,536	-	79,353	11,030,315
Current Portion of Note and Loans Receivable (Note 5)	16,453	-	-	-
Supplies	-	-	-	-
Due from Other Governmental Units	37,800	-	25,858	2,296,877
Prepaid Expenses	-	-	-	-
Total Current Assets	122,050,457	530,662	41,262,120	61,043,296
Non-Current Assets				
Restricted Cash and Investments (Note 3)				
Cash Held by Trustee	-	-	-	-
Cash Held by City	4,365,228	-	-	-
Leases Receivable (Note 14)	-	-	-	-
Non-current Portion of Note and Loans Receivable (Note 5)	2,318	-	-	-
Capital Assets (Note 6)				
Land	6,948,344	9,437,692	1,567,372	4,361,902
Construction in Progress	6,182,084	5,272,223	-	101,018
Buildings	2,937,862	-	197,130	19,589,783
Improvements Other Than Buildings	206,806,075	2,546,130	981,520	2,602,376
Machinery, Equipment and Vehicles	10,172,379	1,233,446	25,548,425	40,414,370
Infrastructure	94,887,257	65,315,447	-	-
Right-to-use subscription asset (SBITA)	-	-	-	130,374
Accumulated Depreciation and Amortization	(100,778,240)	(18,050,202)	(13,263,803)	(37,193,208)
Total Non-Current Assets	231,523,307	65,754,736	15,030,644	30,006,615
Total Assets	353,573,764	66,285,398	56,292,764	91,049,911
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related (Note 10)	2,271,113	289,146	3,178,641	540,665
Total Deferred Outflows of Resources	2,271,113	289,146	3,178,641	540,665
LIABILITIES				
Current Liabilities				
Accounts, Interest and Contracts Payable	4,452,150	14,483	1,280,228	3,077,755
Advances from Grantors and Third Parties	-	-	36,266	8,954,894
Accrued Personnel Costs	-	-	-	-
Customer Deposits	504,565	-	-	-
Current Portion of Long-Term Liabilities (Note 7):				
Compensated Absences	99,740	-	38,862	-
Certificates of Participation and Loans	2,706,542	-	-	-
Liability for SBITA Lease (Note 7)	-	-	-	18,276
Liability for Self-insured Claims (Note 11)	-	-	-	-
Total Current Liabilities	7,762,997	14,483	1,355,356	12,050,925
Non-Current Liabilities				
Unearned Revenue	1,321,784	-	-	-
Non-current Portion of Long-term Liabilities (Note 7):				
Compensated Absences	414,915	40,705	938,473	124,982
Certificates of Participation and Loans	76,278,474	-	-	-
Liability for SBITA Lease (Note 7)	-	-	-	18,825
Liability for Self-insured Claims (Note 11)	-	-	-	-
Net Pension Liability (Note 10)	9,742,716	1,240,391	13,635,868	2,319,366
Total Non-Current Liabilities	87,757,889	1,281,096	14,574,341	2,463,173
Total Liabilities	95,520,886	1,295,579	15,929,697	14,514,098
DEFERRED INFLOWS OF RESOURCES				
Pension Related (Note 10)	70,508	8,977	98,683	16,785
Lease Related (Note 14)	-	-	-	24,571
Total Deferred Inflows of Resources	70,508	8,977	98,683	41,356
NET POSITION				
Net Investment in Capital Assets	148,138,087	65,754,736	15,030,644	29,969,514
Restricted for:				
Debt Service	4,365,228	-	-	-
Capital Projects	9,747,317	81,863	3,622,840	341,082
Designated	-	-	-	-
Unrestricted (Deficit)	98,002,851	(566,611)	24,789,541	46,724,526
Total Net Position	$ 260,253,483	$ 65,269,988	$ 43,443,025	$ 77,035,122

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS (Continued)
JUNE 30, 2025

	Business-Type Activities - Enterprise Funds		
	Non-Major Funds		
	Non-Major Funds Total	Total	Governmental Activities Internal Service Funds
ASSETS			
Current Assets			
Cash and Investments (Note 3)	$ 19,441,592	$ 222,890,290	$ 56,814,536
Accounts Receivable	951,634	8,807,821	76,157
Leases Receivable (Note 14)	434,363	458,821	-
Taxes Receivable	-	11,180,204	-
Current Portion of Note and Loans Receivable (Note 5)	-	16,453	-
Supplies	107,983	107,983	1,186,865
Due from Other Governmental Units	-	2,360,535	-
Prepaid Expenses	28,323	28,323	-
Total Current Assets	20,963,895	245,850,430	58,077,558
Non-Current Assets			
Restricted Cash and Investments (Note 3)			
Cash Held by Trustee	-	-	516,751
Cash Held by City	1,877,687	6,242,915	-
Leases Receivable (Note 14)	4,593,040	4,593,040	-
Non-current Portion of Note and Loans Receivable (Note 5)	-	2,318	-
Capital Assets (Note 6)			
Land	3,829,637	26,144,947	-
Construction in Progress	180,173	11,735,498	3,518,017
Buildings	35,648,426	58,373,201	654,910
Improvements Other Than Buildings	18,946,873	231,882,974	218,785
Machinery, Equipment and Vehicles	3,336,006	80,704,626	43,056,557
Infrastructure	-	160,202,704	-
Right-to-use subscription asset (SBITA)	2,079,046	2,209,420	1,403,183
Accumulated Depreciation and Amortization	(37,212,952)	(206,498,405)	(28,970,175)
Total Non-Current Assets	33,277,936	375,593,238	20,398,028
Total Assets	54,241,831	621,443,668	78,475,586
DEFERRED OUTFLOWS OF RESOURCES			
Pension Related (Note 10)	2,500,453	8,780,018	1,793,113
Total Deferred Outflows of Resources	2,500,453	8,780,018	1,793,113
LIABILITIES			
Current Liabilities			
Accounts, Interest and Contracts Payable	1,116,588	9,941,204	2,884,578
Advances from Grantors and Third Parties	-	8,991,160	-
Accrued Personnel Costs	-	-	15,512
Customer Deposits	24,400	528,965	-
Current Portion of Long-Term Liabilities (Note 7):			
Compensated Absences	93,999	232,601	1,129,292
Certificates of Participation and Loans	1,531,049	4,237,591	-
Liability for SBITA Lease (Note 7)	254,905	273,181	173,575
Liability for Self-insured Claims (Note 11)	-	-	938,697
Total Current Liabilities	3,020,941	24,204,702	5,141,654
Non-Current Liabilities			
Unearned Revenue	14,946	1,336,730	-
Non-current Portion of Long-term Liabilities (Note 7):			
Compensated Absences	469,561	1,988,636	10,204,503
Certificates of Participation and Loans	2,668,913	78,947,387	-
Liability for SBITA Lease (Note 7)	1,757,328	1,776,153	253,706
Liability for Self-insured Claims (Note 11)	-	-	11,183,382
Net Pension Liability (Note 10)	10,726,545	37,664,886	7,692,179
Total Non-Current Liabilities	15,637,293	121,713,792	29,333,770
Total Liabilities	18,658,234	145,918,494	34,475,424
DEFERRED INFLOWS OF RESOURCES			
Pension Related (Note 10)	77,628	272,581	55,670
Lease Related (Note 14)	4,882,645	4,907,216	-
Total Deferred Inflows of Resources	4,960,273	5,179,797	55,670
NET POSITION			
Net Investment in Capital Assets	20,595,014	279,487,995	18,478,094
Restricted for:			
Debt Service	-	4,365,228	-
Capital Projects	692,612	14,485,714	563,040
Designated	-	-	-
Unrestricted (Deficit)	11,836,151	180,786,458	26,696,471
Total Net Position	$ 33,123,777	479,125,395	$ 45,737,605
Adjustments to Reflect the Consolidation of Internal Service Fund Activities Related to Enterprise Funds		(5,164,183)	
Net Position of Business-Type Activities		$ 473,961,212	

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2025

	Business-Type Activities - Enterprise Funds			
	Major Funds			
	Water Reclamation Facility	Storm Sewer Maintenance	Solid Waste	Transit
OPERATING REVENUES				
Charges for Services	$ 32,512,180	$ 1,378,380	$ 23,470,039	$ 6,296,565
Operating Grants and Contributions	37,800	-	638,197	16,012,472
Total Operating Revenues	32,549,980	1,378,380	24,108,236	22,309,037
OPERATING EXPENSES				
Salaries, Wages and Employee Benefits	5,694,708	766,311	9,094,741	1,217,109
Maintenance and Operations	16,912,140	1,233,576	14,615,720	23,465,919
Insurance Premiums and Loss Provisions	-	-	-	-
Depreciation and Amortization	5,544,548	865,247	1,823,958	2,978,840
Total Operating Expenses	28,151,396	2,865,134	25,534,419	27,661,868
Operating Income (Loss)	4,398,584	(1,486,754)	(1,426,183)	(5,352,831)
NONOPERATING REVENUES (EXPENSES)				
Interest Income	6,525,588	20,794	2,270,321	3,068,472
Interest Expense	(1,668,141)	-	-	(583)
Other Income	1,233,136	70,941	532,130	806,815
Other Expenses	(5,198,042)	-	-	-
Total Nonoperating Revenues (Expenses)	892,541	91,735	2,802,451	3,874,704
Income (Loss) Before Contributions and Transfers	5,291,125	(1,395,019)	1,376,268	(1,478,127)
Capital Grants and Contributions	4,165,309	1,639,772	62,218	4,800,751
Transfers In (Note 4A)	-	300,000	169,835	-
Transfers Out (Note 4A)	-	-	-	-
Net Contributions and Transfers	4,165,309	1,939,772	232,053	4,800,751
Change in Net Position	9,456,434	544,753	1,608,321	3,322,624
Net Position - Beginning of Year	250,991,448	64,746,185	42,239,215	73,761,945
Restatement - Change in Accounting Principle (Note 17)	(194,399)	(20,950)	(404,511)	(49,447)
Net Position - Beginning of Year, As Restated	250,797,049	64,725,235	41,834,704	73,712,498
Net Position - End of Year	$ 260,253,483	$ 65,269,988	$ 43,443,025	$ 77,035,122

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Business-Type Activities - Enterprise Funds		
	Non-Major Funds		
	Non-Major Funds Total	Total	Governmental Activities Internal Service Funds
OPERATING REVENUES			
Charges for Services	$ 9,612,429	$ 73,269,593	$ 37,620,106
Operating Grants and Contributions	151,629	16,840,098	-
Total Operating Revenues	9,764,058	90,109,691	37,620,106
OPERATING EXPENSES			
Salaries, Wages and Employee Benefits	6,490,029	23,262,898	4,216,027
Maintenance and Operations	4,705,398	60,932,753	9,472,097
Insurance Premiums and Loss Provisions	-	-	27,599,165
Depreciation and Amortization	1,265,653	12,478,246	2,829,447
Total Operating Expenses	12,461,080	96,673,897	44,116,736
Operating Income (Loss)	(2,697,022)	(6,564,206)	(6,496,630)
NONOPERATING REVENUES (EXPENSES)			
Interest Income	1,175,640	13,060,815	2,930,784
Interest Expense	(203,451)	(1,872,175)	(40,039)
Other Income	295,564	2,938,586	1,470,576
Other Expenses	-	(5,198,042)	(105,547)
Total Nonoperating Revenues (Expenses)	1,267,753	8,929,184	4,255,774
Income (Loss) Before Contributions and Transfers	(1,429,269)	2,364,978	(2,240,856)
Capital Grants and Contributions	-	10,668,050	1,869,750
Transfers In (Note 4A)	4,711,729	5,181,564	4,694,231
Transfers Out (Note 4A)	-	-	(5,623,867)
Net Contributions and Transfers	4,711,729	15,849,614	940,114
Change in Net Position	3,282,460	18,214,592	(1,300,742)
Net Position - Beginning of Year	30,074,355	461,813,148	51,732,578
Restatement - Change in Accounting Principle (Note 17)	(233,038)	(902,345)	(4,694,231)
Net Position - Beginning of Year, As Restated	29,841,317	460,910,803	47,038,347
Net Position - End of Year	$ 33,123,777	479,125,395	$ 45,737,605
Adjustments to Reflect the Consolidation of Internal Service Fund Activities Related to Enterprise Funds		(1,533,205)	
Change in Net Position of Business-Type Activities		$ 16,681,387	

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2025

	Business-Type Activities - Enterprise Funds			
	Major Funds			
	Water Reclamation Facility	Storm Sewer Maintenance	Solid Waste	Transit
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers or Other Funds	$ 33,952,767	$ 1,386,334	$ 24,687,566	$ 12,239,532
Cash Payments to Employees for Services	(5,190,094)	(754,939)	(7,669,924)	(1,203,225)
Cash Payments to Suppliers for Services	(19,118,490)	(1,269,512)	(13,704,757)	(23,034,908)
Cash Received from (Payments to) Other Governments	(20,028)	63,963	(25,858)	(1,214,553)
Net Cash Provided (Used) by Operating Activities	9,624,155	(574,154)	3,287,027	(13,213,154)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Advance (to) from Other Funds	36,742	-	(378,237)	-
Transfers In	-	300,000	169,835	-
Transfers (Out)	-	-	-	-
Net Cash Provided by Noncapital Financing Activities	36,742	300,000	(208,402)	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition of Capital Assets	(4,449,748)	(1,639,772)	(3,737,058)	(2,887,759)
Capital Grants Received	-	-	-	6,357,550
Contributions	4,165,309	1,639,772	62,218	-
Interest Expense	-	-	-	-
Long-Term Debt Payments - Principal	(2,650,874)	-	-	-
Long-Term Debt Payments - Interest	(1,668,141)	-	-	(583)
Net Cash Provided (Used) by Capital and Related Financing Activities	(4,603,454)	-	(3,674,840)	3,469,208
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Earnings	6,525,588	20,794	2,270,321	3,068,472
Net Cash Provided by Investing Activities	6,525,588	20,794	2,270,321	3,068,472
Net Increase (Decrease) in Cash and Investments	11,583,031	(253,360)	1,674,106	(6,675,474)
Cash and Investments - Beginning of Year	110,158,636	539,939	36,689,942	54,097,106
Cash and Investments - End of Year	$121,741,667	$ 286,579	$ 38,364,048	$ 47,421,632
Consisting of:				
Unrestricted	$117,376,439	$ 286,579	$ 38,364,048	$ 47,421,632
Restricted	4,365,228	-	-	-
Total Cash and Investments	$121,741,667	$ 286,579	$ 38,364,048	$ 47,421,632
Reconciliation of Operating Income (Loss) to Cash Flows from Operating Activities:				
Operating Income (Loss)	$ 4,398,584	$ (1,486,754)	$ (1,426,183)	$ (5,352,831)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Flows from Operating Activities:				
Depreciation and Amortization	5,544,548	865,247	1,823,958	2,978,840
Operating income and cash flow category classification differences	(3,964,906)	70,941	532,130	806,815
Net Change in Assets and Liabilities:				
Accounts and Interest Receivable	169,647	(62,987)	41,800	153,995
Taxes Receivable	17,772	63,963	5,400	(11,030,315)
Supplies	20,053	20,766	-	-
Due from Other Governments	(37,800)	-	(25,858)	(1,214,553)
Prepaid Expenses	-	-	-	-
Accounts Payable and Contract Payable	2,576,426	(35,936)	911,449	393,910
Deferred Outflows Pensions	(143,133)	(19,283)	(184,073)	(90,942)
Deferred Inflows Pensions & Leases	580,323	88,035	595,256	158,740
Net Pension Liability	(144,149)	(67,420)	550,524	(105,701)
Unearned Revenue	124,031	(20,766)	(486)	
Accrued Personnel Costs		-	-	-
Compensated Absences	211,577	10,040	463,110	51,787
Other Liability	-	-	-	37,101
Liability for Self-Insurance Claims	-	-	-	-
Customer Deposits	271,182	-	-	-
Net Cash Provided (Used) by Operating Activities	$ 9,624,155	$ (574,154)	$ 3,287,027	$ (13,213,154)
Noncash investing, capital and financing activities				
SBITA liability for the acquisition of right-to-use assets				$ 115,717
Total noncash investing, capital and financing activities				$ 115,717

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF CASH FLOWS (Continued)
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2025

	Business-Type Activities - Enterprise Funds		
	Non-Major Funds		Governmental Activities
	Non-Major Funds Total	Total	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash Received from Customers or Other Funds	$ 10,016,102	82,282,301	$ 44,441,514
Cash Payments to Employees for Services	(6,513,332)	(21,331,514)	(30,374,642)
Cash Payments to Suppliers for Services	(4,578,314)	(61,705,981)	(4,155,632)
Cash Received from (Payments to) Other Governments	-	(1,196,476)	-
Net Cash Provided (Used) by Operating Activities	(1,075,544)	(1,951,670)	9,911,240
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Advance (to) from Other Funds	-	(341,495)	-
Transfers In	4,711,729	5,181,564	4,694,231
Transfers (Out)	-	-	(5,623,867)
Net Cash Provided by Noncapital Financing Activities	4,711,729	4,840,069	(929,636)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition of Capital Assets	(178,829)	(12,893,166)	(4,679,332)
Capital Grants Received	-	6,357,550	-
Contributions	-	5,867,299	1,869,750
Interest Expense	-	-	(40,039)
Long-Term Debt Payments - Principal	(1,462,705)	(4,113,579)	-
Long-Term Debt Payments - Interest	(215,659)	(1,884,383)	-
Net Cash Provided (Used) by Capital and Related Financing Activities	(1,857,193)	(6,666,279)	(2,849,621)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest Earnings	1,175,640	13,060,815	2,930,784
Net Cash Provided by Investing Activities	1,175,640	13,060,815	2,930,784
Net Increase (Decrease) in Cash and Investments	2,954,632	9,282,935	9,062,767
Cash and Investments - Beginning of Year	18,364,647	219,850,270	48,268,520
Cash and Investments - End of Year	$ 21,319,279	$ 229,133,205	$ 57,331,287
Consisting of:			
Unrestricted	$ 19,441,592	$ 222,890,290	$ 56,814,536
Restricted	1,877,687	6,242,915	516,751
Total Cash and Investments	$ 21,319,279	$ 229,133,205	$ 57,331,287
Reconciliation of Operating Income (Loss) to Cash Flows from Operating Activities:			
Operating Income (Loss)	$ (2,697,022)	$ (6,564,206)	$ (6,496,630)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Flows from Operating Activities:			
Depreciation and Amortization	1,265,653	12,478,246	2,829,447
Operating income and cash flow category classification differences	295,564	(2,259,456)	1,365,029
Net Change in Assets and Liabilities:			
Accounts and Interest Receivable	(43,520)	258,935	(50,220)
Taxes Receivable	-	(10,943,180)	-
Supplies	(64,888)	(24,069)	326,237
Due from Other Governments	-	(1,278,211)	-
Prepaid Expenses	7,198	7,198	1,072,769
Accounts Payable and Contract Payable	(1,681,194)	2,164,655	1,988,360
Deferred Outflows Pensions	159,251	(278,180)	547,619
Deferred Inflows Pensions & Leases	172,672	1,595,026	(119,707)
Net Pension Liability	(558,761)	(325,507)	(423,912)
Unearned Revenue	(65,850)	36,929	-
Accrued Personnel Costs	-	-	9,673
Compensated Absences	203,535	940,049	5,215,792
Other Liability	1,968,793	2,005,894	427,281
Liability for Self-Insurance Claims	-	-	3,219,502
Customer Deposits	(36,975)	234,207	-
Net Cash Provided (Used) by Operating Activities	$ (1,075,544)	$ (1,951,670)	$ 9,911,240
Noncash investing, capital and financing activities			
SBITA liability for the acquisition of right-to-use assets	$ 2,014,562	$ 2,130,279	$ 599,423
Total noncash investing, capital and financing activities	$ 2,014,562	$ 2,130,279	$ 599,423

The accompanying notes are an integral part of these financial statements.

FIDUCIARY FUNDS

Custodial funds are used to account for assets held by the City as an agent for individuals, private organizations, and other governments. The financial activities of these funds are excluded from the Government-wide financial statements but are presented in separate Fiduciary Fund financial statements.

The Fiduciary Funds include the following Custodial Funds:

Property and Business Improvement District #5 (PBID)
The City collects the district's assessments on real property in the district to improve the district. The effective dates for the district are January 1, 2020 through December 31, 2029.

Village West Improvement District (Village West)
The City collects the district's assessments on real property in the district to repay bonds for the repair of a private street.

Orchard Walk Underground Utilities District (Orchard Walk)
The City collects the district's assessments on real property in the district to pay for underground utilities.

Atwood Water Main Assessment District (Atwood)
The City collects the district's assessments on real property in the district to repay bonds for connection to the Cal Water main extension.

Laura Water Main Assessment District (Laura)
The City collects the district's assessments on real property in the district to repay bonds for connection to the Cal Water main extension.

Visalia Tourism & Marketing District (VTMD)
The City collects the district's assessments on room nights in the district to pay for promotion of travel and tourism specific to Visalia.

The Fiduciary Funds also include the following Private Purpose Trust Fund:

Successor Agency
The Successor Agency is responsible for the wind down of the affairs of the dissolved Redevelopment Agency of the City of Visalia (RDA). It is responsible for fulfilling the obligations of the former RDA and is also responsible for revenue collection, maintaining bond reserves, and disposing of excess property. The Successor Agency is overseen by an oversight board which is comprised primarily of representatives of other affected taxing agencies and the City.

CITY OF VISALIA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
JUNE 30, 2025

	Custodial Funds	Successor Agency Private Purpose Trust Fund
ASSETS		
Cash and Investments (Note 3)	$ 713,086	$ 345,003
Restricted Cash and Investments (Note 3)	-	541,454
Accounts Receivable	155,978	-
District Assessment Receivable	25,873	-
Notes and Loan Receivable (Note 5)	-	64,036
Land Held For Resale	-	2,824,503
Total Assets	894,937	3,774,996
LIABILITIES		
Accounts, Interest, and Contracts Payable	81,630	20,435
Deposits	41,124	-
Due to City	105,823	-
Long - Term Liabilities (Note 7):		
Due Within One Year	-	382,451
Due in More Than One Year	-	11,328,964
Total Long - Term Liabilities	-	11,711,415
Total Liabilities	228,577	11,731,850
NET POSITION		
Restricted for:		
Held in Trust	-	(7,956,854)
Individuals, Organizations, and Other Governments	666,360	-
Total Net Position	$ 666,360	$ (7,956,854)

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2025

	Custodial Funds	Successor Agency Private Purpose Trust Fund
Additions		
Redevelopment Property Taxes Trust Funds	$ -	$ 1,513,160
Use of Money and Property	38,752	60,170
Revenue from District Assessments	1,014,591	-
Miscellaneous Revenue	298,798	-
Total Additions	1,352,141	1,573,330
Deductions		
Obligation Requirements		
Interest on Bonds and Notes Payable	11,219	264,724
Total Obligation Requirements	11,219	264,724
Administrative Expenses	6,886	120,904
Total Administrative Expenses	6,886	120,904
Distribution of District Assessment	1,309,337	-
Principal on Bonds and Notes Payable	60,666	-
Total Distribution of District Assessment	1,370,003	-
Total Deductions	1,388,108	385,628
Change in Net Position	(35,967)	1,187,702
Net Position - Beginning of Year	702,327	(9,144,556)
Net Position (Deficit) - End of Year	$ 666,360	$ (7,956,854)

The accompanying notes are an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS

VISALIA

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VISALIA

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Visalia, California ("the City") was founded in 1852 and incorporated in 1874. It became a charter city in 1923. The City operates under the Council-Manager form of government and provides the following services: public safety (police and fire), highways and streets, wastewater, solid waste, transit, street sweeping, airport facilities, culture-recreation, public improvements, planning and zoning, general administration services, and redevelopment.

The financial statements and accounting policies of the City conform with accounting principles generally accepted in the United States of America (U.S. GAAP) applicable to governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Significant accounting policies are summarized below.

A. Reporting Entity

As required by U.S. GAAP, these financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units, although legally separate entities, are in substance, part of the City's operations and so data from these units are combined with data of the primary government. Each component unit has a June 30 year-end. The blended component unit included in the City's financial statements is identified below with a brief explanation of the reason for its inclusion.

The **Visalia Public Finance Authority** (VPFA) was established pursuant to a joint exercise of powers dated February 1991, by and between the City and the Visalia Community Redevelopment Agency. The VPFA has the power to issue bonds to pay the cost of any public capital improvements. The VPFA is controlled by the City and has the same governing body as the City, which also performs accounting and administrative functions for the VPFA. The financial activities of the VPFA are included in the 2014 Refunding Certificates of Participation Debt Service Fund and the Convention Center Enterprise Fund.

Financial statements or financial information for the above component unit may be obtained from the City of Visalia at 707 West Acequia, Visalia, California 93291.

The financial statements exclude the following:

On June 2, 2003, the **Visalia Civic Facilities Authority** (VCFA) joint powers agreement was established by the City and the Visalia Unified School District (VUSD). The VCFA has the authority to issue bonds, incur indebtedness, and enter into agreements to acquire real property. The VCFA is administered by the Board of Directors, which consists of four members, two from the City Council and two from the VUSD. The VCFA is not a component unit of the City.

The **Downtown Improvement District** (District) was incorporated under the Nonprofit Public Benefit Corporation Law of the State of California for the purpose of making improvements in the City's downtown area. The City collects the District assessment revenue on behalf of the District. The District has the sole discretion on how revenues are to be spent. A twenty-one-member Board, comprised of mainly downtown land and business owners, governs the District. A Council member is a sitting member of the Board. The District is accounted for in the Property and Business Improvement District Agency Funds. The District is not a component unit of the City.

The **Village West Assessment District** (VWAD) was established to collect the district's assessments on real property in the district to repay bonds for the repair of a private street. The VWAD is not a component unit of the City.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A. Reporting Entity (Continued)

The **Orchard Walk Underground Utilities District** (OWUUD) was established to collect assessments on real property in the district to repay bonds for underground utilities. The OWUUD is not a component unit of the City.

The **Atwood Water Main Assessment District** (AWMAD) was established to collect assessments on real property in the district to repay bonds for Cal Water main extensions. The AWMAD is not a component unit of the City.

The **Laura Water Main Assessment District** (LWMAD) was established to collect assessments on real property in the district to repay bonds for Cal Water main extensions. The LWMAD is not a component unit of the City.

The **Visalia Tourism & Marketing District** (VTMD) was established to collect assessments on room nights in the district to pay for promotion of travel and tourism specific to Visalia. The VTMD is not a component unit of the City.

The **Visalia Redevelopment Successor Agency** (Successor Agency) accounts for assets transferred from the former redevelopment agency (RDA) which was dissolved as of January 31, 2012. The sole purpose of this fund is to retire debt of the former RDA. The Successor Agency is subject to the financial accountability of the Successor Agency Board that is comprised of the City Council of the City of Visalia and accordingly, is a component unit of the City although it is a separate legal entity.

B. Basis of Presentation

The accompanying financial statements are presented on the basis set forth in Governmental Accounting Standards Board Statements No. 34, *Basic Financial Statements - and Management's Discussion and Analysis – for State and Local Governments*; No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*; No. 36, *Recipient Reporting for Certain Non-exchange Revenues, an Amendment of GASB Statement No. 33*; No. 37, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments; Omnibus*; and No. 38, *Certain Financial Statement Note Disclosures*.

Government-wide Statements: The Statement of Net Position and the Statement of Activities display information about the primary government (the City and its component unit). These statements include the financial activities of the overall City government, except for fiduciary activities. Certain eliminations have been made as prescribed by GASB statement No. 34 to minimize the double counting of internal activities in regard to inter-fund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following inter-fund activities have been eliminated:

- Due to/from other funds
- Advances to/from other funds
- Transfers in/out

These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Basis of Presentation (Continued)

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients for goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City's funds, including fiduciary funds and the blended component unit. Separate statements for each fund category –*governmental, proprietary*, and *fiduciary* – are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds, and internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

C. Major Funds

GASB Statement No. 34 defines major funds and requires that the City's major governmental and business-type funds be identified and presented separately in the fund financial statements. All other funds, called non-major funds, are combined, and reported in a single column, regardless of their fund type.

Major funds are defined as funds that have either assets, liabilities, revenues, or expenditures/expenses equal to ten percent of their fund type total and five percent of the grand total. The General Fund is always a major fund. The City may also select other funds it believes should be presented as major funds.

The City reported the following major governmental funds in the accompanying financial statements.

General Fund is used to account for all the general revenues of the City not specifically levied or collected for other City funds and their related expenditures. The General Fund accounts for all financial resources of a governmental unit which are not accounted for in another fund. The General Fund includes the Capital Project Funds and Emergency Reserve Fund.

Measure N - Special Revenue Fund Measure N is used to account for increased public safety services including police and fire, repair and maintenance for streets and roads, and maintenance of parks and trails. Measure N provides the City with a reliable, ongoing local source of funding which is locally controlled with citizen oversight. Financing is provided by the ½ cent sales tax ballot measure (N) approved by voters during the November 8, 2016 election.

American Rescue Plan - Special Revenue Fund established to track and account for American Rescue Plan Act federal grant funding. Monies can only be used according to the plan guidelines.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Major Funds (Continued)

Transportation - Capital Project Fund is used to account for the financing and construction of streets, roads, and various transportation infrastructure and facilities. Funding is provided by Transportation Impact Fees.

Civic Center - Capital Project Fund is used to account for the construction of the Civic Center and related capital improvement projects. Revenue is collected from land sales, one-time monies such as incentive revenues and General Fund surplus or other transfers authorized by City Council.

The City reported the following major enterprise funds in the accompanying financial statements.

Water Reclamation Facility Fund is used to account for the collection, treatment, and disposal of wastewater. Revenue is provided by user charges and impact fees as well as limited grant funding. Formerly known as the Wastewater Fund.

Storm Sewer Maintenance Fund is used to account for the operations of the City's storm and sewer drain activity. Revenue is provided by user charges and impact fees as well as limited grant funding.

Solid Waste Fund is used to account for the operations of collecting and disposing of solid waste and street sweeping activities. Revenues are provided by user charges and limited grant funding.

Transit Fund is used to account for the operations of the City's transit activities. Revenue is provided by state transportation funds, federal grants, and passenger fares.

The City also reports the following fund types:

Internal Service Funds The funds account for fleet services, vehicle replacement, information services, risk management, health benefits, compensated absences, and building maintenance; all of which are provided to other departments on a cost-reimbursement basis.

Fiduciary Funds Custodial and Private Purpose Trust Funds are used to account for assets held by the City as an agent for individuals, private organizations, and other governments. Custodial funds use the economic resources measurement focus. The financial activities of these funds are excluded from the Government-wide financial statements but are presented in separate Fiduciary Fund financial statements. Custodial Funds maintained by the City are the Property and Business Improvement District #5, Village West Improvement District, Orchard Walk Underground Utilities District, Atwood Water Main Assessment District, Laura Water Main Assessment District, and the Visalia Tourism & Marketing District. A Private Purpose Trust Fund maintained by the City is the Redevelopment Successor Agency.

D. Basis of Accounting

The government-wide and proprietary financial statements are reported using the *economic resources measurement focus* and the *full accrual basis* of accounting. The Custodial funds use the economic resources measurement focus and are also reported using the full accrual basis of accounting. Revenues are recorded when *earned* and expenses are recorded at the time liabilities are *incurred*, regardless of when the related cash flows take place.

Governmental funds are reported using the *current financial resources measurement focus* and the *modified accrual basis* of accounting. Under this method, revenues are recognized when *measurable* and *available*. The

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Basis of Accounting (Continued)

City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Governmental capital asset acquisitions are reported as *expenditures* in governmental funds. Proceeds of governmental long-term debt and acquisitions under leases are reported as *other financing sources*.

Those revenues susceptible to accrual are federal and state grants and subventions, property taxes, sales taxes, franchise taxes, transient occupancy taxes, certain charges for services and interest revenue. Fines, licenses, permits, and charges for services are not susceptible to accrual because they are not measurable until received in cash.

Non-exchange transactions, in which the City gives or receives value without directly receiving or giving equal value in exchange, include taxes, grants, entitlements, and contributions. On the accrual basis of accounting, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

The City may fund programs with a combination of cost-reimbursement grants, categorical block grants, and general revenues. Thus, both restricted and unrestricted net position may be available to finance program expenditures. The City's policy is to first apply restricted grant resources to such programs, followed by general revenues if necessary. Certain indirect costs are included in program expenses reported for individual functions, activities, and interest.

E. Property Tax

Tulare County (the County) assesses properties, and it bills, collects, and distributes property taxes to the City. The County remits the taxes periodically throughout the year, as they are paid, with the largest amounts in December and April of each year. Secured and unsecured property taxes are levied on January 1 of the preceding fiscal year.

Secured property tax is due in two installments, on November 1 and February 1, and becomes a lien on those dates. It becomes delinquent on December 10 and April 10, respectively. Unsecured property tax is due on August 31 and becomes delinquent if not paid by that date. Collection of delinquent accounts is the responsibility of the County. Delinquent property taxes are remitted by the County, to the City, periodically throughout the year as they are paid.

The term "unsecured" refers to taxes on personal property other than real estate, land and buildings. These taxes are secured by liens on the property being taxed. Property tax revenues are recognized by the City in the fiscal year they are assessed provided they become available as defined above.

F. Receivables

Billed but unpaid services provided to individuals or non-governmental entities are recorded as "receivables." Services provided to other governmental entities are recorded as "due from other governmental units." Grant revenues and receivables are recorded when earned on grants that have been approved and funded by the grantor.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

G. Unearned Revenue

Unearned revenue is recognized for transactions for which revenue has not yet been earned. Typical transactions recorded as unearned revenues are prepaid charges for services and grants received but not yet earned.

H. Compensated Absences

Compensated absences comprise unused vacation leave, certain compensated time off, and sick leave that is estimated to be more than likely used in the future, all for which are accrued as earned. In addition, an employee with 10 years or more of continuous service will be compensated for remaining earned sick leave at 30% of its value on their retirement date. Also included is an employee with 20 years or more of continuous service with the City, who will be compensated for unused sick leave at 30% of its value on their resignation date. The City's liability for compensated absences is recorded in Proprietary Funds and Internal Service Funds as appropriate. The liability for compensated absences is determined annually. Compensated absences are liquidated by the fund that has recorded the liability. The governmental activities compensated absences are liquidated by the Compensated Absences Internal Service Fund.

I. Land Held for Redevelopment

Land held for redevelopment is stated at the lower of historical cost or net realizable value, if estimable.

J. Capital Assets

Capital assets, in general, are those purchased or acquired with an original cost of $5,000 or more. Infrastructure, Land, and technology equipment are included regardless of cost. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value.

With the implementation of GASB Statement No. 34 during the 2002-03 fiscal year, the City has recorded all its public domain (infrastructure) capital assets, which include roads, bridges, curbs and gutters, streets and sidewalks, drainage systems and lighting systems. GASB Statement No. 34 requires that all capital assets with limited useful lives be depreciated over their estimated useful lives.

The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these assets. The amount charged to depreciation expense each year represents that year's pro rata share of the cost of capital assets. Depreciation is calculated using the straight-line method, which means the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated. The City has assigned the standard useful lives listed below to capital assets. Several asset categories have ranges for the useful lives to cover a wide range of assets that are listed in each asset class. The useful life will be consistent for each individual type of asset.

Buildings, storage buildings, and restrooms	10 - 50 years
Improvements other than buildings	20 - 40 years
Infrastructure	40 – 100 years
Machinery, equipment, and vehicles	2 - 25 years

The City of Visalia Capital Asset Capitalization Policy, which contains more details concerning the standard useful lives of individual asset types within the categories listed above, may be obtained from the City of Visalia at 707 West Acequia, Visalia, California 93291.

NOTE 1 – **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

J. Capital Assets (Continued)

Major outlays for capital assets and improvement are capitalized as projects are constructed.

Some capital assets may be acquired using federal and state grant funds, or they may be contributed by developers or other governments. GASB Statement No. 34 requires that these contributions be accounted for as revenues at the time the capital assets are contributed.

K. Prepaid Items and Supplies

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items and supplies in both the government-wide and fund financial statements by using the purchase method. A nonspendable fund balance has been reported in the governmental funds to show that inventories and prepaid items do not constitute "available spendable resources," even though they are a component of current assets.

L. Fund Balance

In the Fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned or unassigned. Each of these components of fund balance is classified based primarily on the extent to which the City is bound to honor constraints on how specific amounts can be spent.

1. Nonspendable Fund Balance – amounts that are inherently nonspendable such as prepaids, long term receivables, advances, and supplies.

2. Restricted Fund Balance – amounts that have externally enforceable limitations on use that are either imposed by law or constrained by grantors, contributors, or laws and regulations of other governments.

3. Committed Fund Balance – amounts that can only be used for specific purposes determined by resolution of the City's highest level of decision-making authority, the City Council. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through a resolution. The resolution must occur prior to the end of the reporting period; however, the amount can be determined subsequently.

4. Assigned Fund Balance - amounts that are constrained by the City's *intent* to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. The intent can be expressed by the City Council itself or by an official to which the governing body has delegated the authority.

5. Unassigned Fund Balance - the residual positive net resources of the General Fund in excess of what can properly be classified in one of the other four categories. This amount is reported only in the General Fund except in cases of negative fund balance. Negative fund balances in other governmental funds are reported as Unassigned Fund Balance.

The City Council establishes, modifies, or rescinds fund balance commitments and assignments by passage of an ordinance or resolution. Assignments may be established and modified by the City Council, City Manager, or Finance Director.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

L. Fund Balance (Continued)

The accounting policies of the City consider restricted fund balance to have been spent first when expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts. This Fund Balance policy was established by the City Council June 20, 2011.

M. Net Position

In governmental-wide and proprietary fund financial statements, net positions are categorized as follows:

Net Investment in Capital Assets - This component of net position consists of capital assets, net of accumulated depreciation/amortization, reduced by the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of those assets and retention payable.

Restricted - This component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.

Unrestricted - This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

When expenses are incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first, then unrestricted net position as they are needed.

N. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs (other than quoted prices included within Level 1) that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

NOTE 1 – **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

O. Encumbrances

The City uses an encumbrance system as an extension of normal budgetary accounting for all funds. Under this system purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of applicable appropriations. Encumbrances outstanding at year-end are recorded as restricted, committed, or assigned fund balance, depending on the classification of the resources to be used to liquidate the encumbrance, since they do not constitute expenditures or liabilities. Outstanding encumbrances at year-end are automatically re-appropriated for the following year. Unencumbered and unexpended appropriation lapse at year end except for capital which is rolled to the next fiscal year until project completion. The City has existing resources as of June 30, 2025 to liquidate the encumbrances. Encumbrances outstanding as of June 30, 2025 are listed below:

	Amount
General Fund	$ 11,837,508
Measure N	3,787,987
Transportation	4,756,521
Civic Center Fund	51,695,433
Non-Major Governmental Funds	56,167,017
Water Reclamation Facility	9,781,503
Storm Sewer Maintenance	81,863
Solid Waste	3,622,840
Transit	341,082
Non-Major Proprietary Funds	692,612
Vehicle Replacement	20,013
Information Services	26,276
	$ 142,810,655

P. Leases

Lessee

The City recognizes lease liabilities and the right-to-use lease assets in the government-wide financial statements. The City currently has a lease obligation for land with land improvements.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of the lease payments made.

Lease assets are recorded at the amount of the initial measurement of the lease liabilities. Lease assets are amortized using the straight-line method over the lease term as there are currently no purchase options associated with any of the leases.

In calculating the lease liability and lease asset, the City uses key estimates and judgements for (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

P. Leases (Continued)

- The City uses the incremental borrowing rate provided by the State of California as the discount rate. For this fiscal year the rates were as follows: 3.16% for a lease term of 0-60 months; 2.92% for a lease term of 61-120 months; and 3.70% for a lease term of 121 months or more.

- The lease term includes the noncancellable period of the lease as well as any options to extend the lease if the City feels that it will be exercised. Lease payments included in the measurement of the lease liability are composed of fixed payments.

- The City monitors situations that require a remeasurement of a lease and will remeasure a lease asset and liability if the situation is expected to significantly affect the amount of the lease liability.

- Lease assets are reported as right to use along with other capital assets and lease liabilities are reported with long-term obligations on the statement of net position.

Lessor

The City is a lessor for leases of buildings, office and commercial space, and land. The City recognizes leases receivable and deferred inflows of resources in the financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received.

The deferred inflows of resources are initially measured as the initial amount of the lease receivable. The deferred inflows of resources are recognized as revenue over the life of the lease term in a systematic and rational method.

In calculating the lease receivable and deferred inflows of resources, the City uses key estimates and judgements for (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses the incremental borrowing rate provided by the State of California as the discount rate. For this fiscal year the rates were as follows: 3.16% for a lease term of 0-60 months; 2.92% for a lease term of 61-120 months; and 3.70% for a lease term of 121 months or more.

- The lease term includes the noncancellable period of the lease as well as any options to extend the lease if the City feels that it will be exercised. Lease receipts included in the measurement of the lease receivable are composed of fixed payments from the lessee.

- The City monitors situations that would require a remeasurement of a lease and will remeasure the lease receivable and deferred inflows of resources if the situation is expected to significantly affect the amount of the lease receivable.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Q. Subscription-Based Information Technology Arrangements (SBITA)

The City implemented GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITA) in fiscal year 2022-23 which affects the government-wide financial statements and proprietary fund financial statements. The City recognizes subscription liabilities with a subscription term greater than one year.

At the commencement of a SBITA, the City initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made.

Subscription assets are recorded at the amount of the initial measurement of the subscription liabilities, any payments made to the SBITA vendor before the commencement of the subscription term, and capitalizable initial implementation cost, less any incentives received from the SBITA vendor at or before the commencement of the subscription term.

Costs associated with a SBITA, other than the subscription payments are accounted for as follows:

- ***Preliminary Project Stage*:** Outlays are expensed as incurred.
- ***Initial Implementation Stage:*** Outlays are capitalized as an addition to the subscription asset.
- ***Operation and Additional Implementation Stage:*** Outlays are expensed as incurred unless they meet specific capitalization criteria.

Subscription assets are amortized using the straight-line method over the subscription term.

In calculating the subscription asset and liability, the City uses key estimates and judgments related to SBITA for (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) subscription payments.

- The City uses the incremental borrowing rate provided by the State of California as the discount rate. For this fiscal year the rates were as follows: 3.16% for a subscription term of 0-60 months; 2.92% for a subscription term of 61-120 months; and 3.70% for a subscription term of 121 months or more.

- The subscription term includes the noncancellable period of the SBITA as well as any options to extend the subscription if the City feels that it will be exercised. Subscription payments included in the measurement of the subscription liability are composed of fixed payments.

- The City monitors situations that require a remeasurement of the subscription and will remeasure the subscription asset and liability if the situation is expected to significantly affect the amount of the subscription liability.

- Subscription assets are reported as right to use along with other capital assets and subscription liabilities are reported with long-term obligations on the statement of net position.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

R. Implementation of Accounting Pronouncements

The following GASB Statement has been implemented in the current financial statements:

GASB Statement No. 101, *Compensated Absences*

The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The provisions of this statement are effective for fiscal year 2024-25. The City has implemented this statement for June 30, 2025 which effected the financial statements.

GASB Statement No. 102, *Certain Risk Disclosures*

The objective of this Statement is to provide users of government financial statement with essential information about risk related to a government's vulnerabilities due to certain concentrations or constraints. The provisions of this statement are effective for fiscal year 2024-25. The City has implemented this statement for June 30, 2025. There was no effect on the financial statements as a result of implementing this statement. As there were no disclosures applicable to the City.

S. Future GASB Pronouncements

The following GASB Statements will be implemented in future financial statements:

GASB Statement No. 103, *Financial Reporting Model Improvements*

The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues. The provisions of this statement are effective for fiscal year 2025-26. The City has elected not to implement GASB Statement No. 103 early and has not determined its effects on the City's financial statements.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*

The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets. The provisions of this statement are effective for fiscal year 2025-26. The City has elected not to implement GASB Statement No. 104 early and has not determined its effects on the City's financial statements.

T. New Funds

During fiscal year 2024-25, the City created two new funds. These two funds account for capital projects in the General fund and remaining capital projects relating to ARPA. Both funds roll up in the financial statements into the General Fund, a major governmental fund.

NOTE 2 – BUDGETS AND BUDGETARY ACCOUNTING

A. Budgetary Information

Biennial budgets are legally required to be adopted by the City Council for all funds to provide for operations, debt service, and capital expenditures of the City. Special Revenue Fund revenues are budgeted by entitlements, subventions, and grants; expenditures and transfers are budgeted based upon available fund resources, which include amounts for encumbrances from prior periods. The City adopts an operating budget for the General Fund; all Special Revenue Funds; all Debt Service Funds and all Capital Projects Funds.

Budgetary controls are set by the City Council within State guidelines. The budgetary basis of accounting is consistent with U.S. GAAP applicable to the City's financial statements.

The City Council adopts an operating budget at the beginning of the City's fiscal year. The resolution approving the budget authorizes the City Manager to transfer appropriations within fund budgets including salary, capital accounts, and staffing levels provided that total appropriations are not increased. The legally adopted budget requires expenditures not to exceed total appropriations in each fund. Therefore, budget control is at the fund level and resides with the Department Head responsible for that fund. The City Council is required to intervene to increase or decrease the adopted budget. Also, City Council approval is required to spend reserves from any fund.

The City adopts a two-year budget. The operating and capital expenditures have two mid-year reviews each March and one mid-cycle review in June. The City Council is authorized to make appropriation adjustments to the budget during the year as deemed necessary.

B. Excess of Expenditures

The expenditures of the funds below exceeded their appropriated expenditures as follows. However, sufficient additional resources were available to fund these expenditures.

Major Funds:	
General Fund	$ 307,552
Civic Center	$ 35,750
Non-Major Funds:	
Special Revenue Funds:	
Groundwater Recharge	$ 457,831
Kaweah Lake and Local Storm Water Maint	$ 2,524
Special Service Districts	$ 576,919
Northeast Area	$ 111
Grant & Loan Funds	$ 69,683
Measure T - Fire	$ 11,869
Measure R - Regional	$ 443,450
Transportation Grants	$ 825

Non-Major Funds: (Continued)	
Special Revenue Funds:	
Golf Course	$ 4,405
Oak Tree Preservation	$ 36,510
Conservation	$ 123
Housing Successor Agency	$ 1,800
Capital Projects Funds:	
Recreation Facilities	$ 7,293
Public Safety Impact Fee	$ 1,099
Government Facilities Impact Fee	$ 2,618
Facility Improvements	$ 392
Regional Parks	$ 289
Vehicle Miles Traveled Impact Fee	$ 13
Animal Control Reserve	$ 125

NOTE 3 – CASH AND INVESTMENTS

The City pools cash from all sources and all funds, except Cash with Fiscal Agents, so that it can be invested at the maximum yield, consistent with safety and liquidity, while individual funds can make expenditures at any time. Investments are carried at fair value.

The City's cash and cash equivalents for statement of cash flows purposes are considered to be cash on hand, demand deposits, restricted cash, and investments held in a cash management investment pool.

Cash and investments as of June 30, 2025, are classified in the Statement of Net Position as follows:

Government-Wide Statement of Net Position:	
Cash and Investments	$ 632,644,590
Restricted Cash and Investments	12,447,363
Fiduciary Funds Statement of Net Position:	
Cash and Investments	1,058,089
Restricted Cash and Investments	541,454
Total Cash and Investments	$ 646,691,496

Cash and investments as of June 30, 2025, consist of the following:

Cash on hand	$ 11,550
Deposits with financial institutions	2,971,564
Investments	643,708,382
Total Cash and Investments	$ 646,691,496

A. Investments Authorized by the California Government Code and the City of Visalia's Investment Policy

The table below identifies the **investment types** that are authorized for the City of Visalia by the California Government Code (or the City of Visalia's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City of Visalia's investment policy, where more restrictive) that addresses **interest rate risk**, **credit risk**, and **concentration of credit risk**. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of debt agreements with the City of Visalia, rather than the general provisions of the California Government Code or the City of Visalia's investment policy.

NOTE 3 – CASH AND INVESTMENTS (Continued)

A. Investments Authorized by the California Government Code and the City of Visalia's Investment Policy (Continued)

Authorized Investment Type	Maximum Maturity	Maximum Percentage Of Portfolio *	Maximum Investment In One Issuer	Credit Risk
Local Agency Bonds	5 years	None	None	None
U.S. Treasury Obligations	5 years	None	None	None
U.S. Agency Securities	5 years	None	None	None
Banker's Acceptances	180 days	40%	30%	None
Commercial Paper	270 days	25%	10%	AAA/Aaa
Negotiable Certificates of Deposit	5 years	30%	None	None
Repurchase Agreements	1 year	20%	None	None
Reverse Repurchase Agreements	92 days	20% of base value	None	None
Medium-Term Notes	5 years	30%	None	A
Mutual Funds	5 years	20%	10%	AAA/Aaa
Money Market Mutual Funds	N/A	20%	10%	AAA/Aaa
Mortgage Pass-Through Securities	5 years	20%	None	None
County Pooled Investment Funds	N/A	None	None	None
Managed Investment Pools (CAMP)	N/A	None	None	None
Local Agency Investment Fund (LAIF)	N/A	None	$75M	None

* Excluding amounts held by bond trustees that are not subject to California Government Code restrictions.

B. Investments Authorized by Debt Agreements

Investment of debt proceeds held by the bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City of Visalia's investment policy. The table below identifies the **investment types** that are authorized for investments held by the bond trustee. The table also identifies certain provisions of these debt agreements that address **interest rate risk**, **credit risk**, and **concentration of credit risk**.

Authorized Investment Type	Maximum Maturity	Maximum Percentage Of Portfolio	Maximum Investment In One Issuer
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptances	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	20%	None
Money Market Mutual Funds	N/A	None	None
Mortgage Pass-Through Securities	5 years	20%	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Investment Contracts	30 years	None	None

NOTE 3 – CASH AND INVESTMENTS (Continued)

C. Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City of Visalia manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations. The City of Visalia monitors the interest rate risk inherent in its portfolio by measuring the weighted average maturity of its portfolio. The City of Visalia has no specific limitations with respect to this metric.

Investment Type		Balance at 06/30/2025	Weighted Average Maturity (in Days)	% of Investments
Federal Agency Securities	$	170,950,707	164.19	26.56%
U.S. Treasuries		129,763,606	194.55	20.16%
Local Agency Investment Fund		20,303,478	N/A	3.15%
California Asset Management Program		47,528,937	N/A	7.38%
Corporate Medium-Term Notes		91,154,387	121.60	14.16%
Municipal Bonds		183,314,311	222.03	28.48%
Local Agency Bonds		133,248	0.28	0.02%
Held by Bond Trustee:				
Money Market Funds		559,708	0.04	0.09%
Total	$	643,708,382		

D. Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

As of June 30, 2025, and during the 2024-25 fiscal year, the City of Visalia did not hold or purchase investments that were highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above), such as interest only treasury strips or mortgage-backed securities.

E. Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City of Visalia's investment policy, or debt agreements, and the actual rating as of year-end for each investment type. The column marked "not rated" identifies those investment types for which GASB Statement No. 40 does not require disclosure as to credit risk:

NOTE 3 – CASH AND INVESTMENTS (Continued)

E. Disclosures Relating to Credit Risk (Continued)

Investment Type		Minimum Legal Rating	*Moody's Rating*	*Standard & Poor's Rating*	*% of Portfolio*
Federal Agency Securities	$ 170,950,707	N/A	Aaa	AA+	26.56%
U.S. Treasuries	129,763,606	N/A	Aaa	Not Rated	20.16%
Corporate Medium-Term Notes	10,222,590	A	Aaa	AA+	1.59%
Corporate Medium-Term Notes	13,852,231	A	Aa2	AA	2.15%
Corporate Medium-Term Notes	10,906,190	A	A1	AA	1.69%
Corporate Medium-Term Notes	5,005,960	A	Aa3	AA-	0.78%
Corporate Medium-Term Notes	4,918,550	A	A1	AA-	0.76%
Corporate Medium-Term Notes	4,464,833	A	Aa3	A+	0.69%
Corporate Medium-Term Notes	18,261,481	A	A1	A+	2.84%
Corporate Medium-Term Notes	16,627,122	A	A1	A	2.58%
Corporate Medium-Term Notes	2,991,270	A	A3	A	0.46%
Corporate Medium-Term Notes	3,904,160	A	A2	A-	0.61%
Local Agency Investment Fund	20,303,478	N/A	Not Rated	Not Rated	3.15%
California Asset Management Prograı	47,528,937	N/A	Not Rated	Not Rated	7.38%
Municipal Bonds	989,392	A	Aaa	AAA	0.15%
Municipal Bonds	6,240,520	A	Aa1	AAA	0.97%
Municipal Bonds	2,446,152	A	Aa2	AAA	0.38%
Municipal Bonds	1,772,456	A	Not Rated	AAA	0.27%
Municipal Bonds	12,199,474	A	Aaa	AA+	1.89%
Municipal Bonds	3,444,311	A	Aa1	AA+	0.53%
Municipal Bonds	3,583,413	A	Not Rated	AA+	0.56%
Municipal Bonds	9,578,054	A	Aa1	AA	1.49%
Municipal Bonds	24,018,071	A	Aa2	AA	3.73%
Municipal Bonds	7,944,265	A	Aa3	AA	1.23%
Municipal Bonds	2,878,620	A	A1	AA	0.45%
Municipal Bonds	6,418,063	A	Not Rated	AA	1.00%
Municipal Bonds	60,988,030	A	Aa2	AA-	9.47%
Municipal Bonds	8,311,095	A	Aa3	AA-	1.29%
Municipal Bonds	1,895,740	A	Not Rated	AA-	0.29%
Municipal Bonds	12,956,311	A	Aa3	A+	2.01%
Municipal Bonds	2,044,152	A	Not Rated	A+	0.32%
Municipal Bonds	10,760,806	A	Aa2	Not Rated	1.67%
Municipal Bonds	4,845,386	A	A1	Not Rated	0.75%
Local Agency Bonds	133,248	N/A	Not Rated	Not Rated	0.02%
Held by Bond Trustee:					
Money Market Funds	559,708	A	Aaa-mf	AAAm	0.09%
Total	$ 643,708,382				100.00%

NOTE 3 – CASH AND INVESTMENTS (Continued)

F. Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. Investments in any one issuer (other than external investment pools and debt explicitly guaranteed by the U.S. government) that represents 5% or more of the total City of Visalia investments are as follows:

Issuer	Investment Type	Reported
Federal Home Loan Bank	Federal Agency Securities	$ 72,226,546
Federal Farm Credit Bank	Federal Agency Securities	68,261,293
U.S. Treasuries	U.S. Treasuries	129,763,606
State of California Bonds	Municipal Bonds	42,416,344
Total		$ 312,667,789

G. Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

GASB Statement No. 40 requires that the following disclosure be made with respect to custodial credit risks relating to deposits and investments: none of the City of Visalia's deposits with financial institutions in excess of federal depository insurance limits were held in uncollateralized accounts. As of June 30, 2025, none of the City of Visalia investments were held by the broker-dealer (counterparty) that was used by the City of Visalia to buy the securities.

H. Investment in State Investment Pool

The City of Visalia is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City of Visalia's investment in this pool is reported in the accompanying financial statements at amounts based upon the City of Visalia's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

NOTE 3 – CASH AND INVESTMENTS (Continued)

H. Investment in State Investment Pool (Continued)

The State Treasurer's Office reports its investments at fair value. The fair value of securities in the State Treasurer's pooled investment program, including LAIF, generally is based on quoted market prices. The State Treasurer's Office performs a quarterly fair market valuation of the pooled investment program portfolio. In addition, the State Treasurer's Office performs a monthly fair market valuation of all securities held against carrying cost. At June 30, 2025, these investments matured in an average of 248 days. These valuations and financial statements are posted to the State Treasurer's Office website at www.treasurer.ca.gov

I. Investment in California Asset Management Program

The City of Visalia is a voluntary participant in the California Asset Management Program (CAMP), which is a permitted investment under California Government Code 53601(p). CAMP is directed by a Board of Trustees, which is made up of experienced local government finance directors and treasurers.

J. Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The following is a summary of the fair value hierarchy of the fair value of investments of the City as of June 30, 2025:

Investments by Fair Value Level	Level 1	Level 2	Uncategorized	Total
Federal Agency Securities	$ -	$ 170,950,707	$ -	$ 170,950,707
U.S. Treasuries	129,763,606	-	-	129,763,606
Corporate Medium-Term Notes	-	91,154,387	-	91,154,387
Municipal Bonds	-	183,314,311	-	183,314,311
Held by Bond Trustee:				
Money market funds	-	559,708	-	559,708
Subtotal	$ 129,763,606	$ 445,979,113		$ 575,742,719
Investments Measured at Amortized Cost				
Local Agency Bonds			133,248	133,248
Local Agency Investment Fund			20,303,478	20,303,478
California Asset Management Program			47,528,937	47,528,937
Subtotal			$ 67,965,663	
Total Investments				$ 643,708,382

U.S. Treasuries totaling $129.8 million, classified in Level 1 of the fair value hierarchy, are valued at quoted prices in active markets for identical assets. Federal agency securities totaling $170.9 million, corporate medium-term notes totaling $91.2 million, municipal bonds totaling $183.3 million, and money market funds held by the bond Trustee totaling $.5 million, classified in Level 2 of the fair value hierarchy, are valued using a matrix pricing technique. Matrix pricing is the process of estimating the fair value price of a bond based on the quoted prices of more frequently traded comparable bonds. The Local Agency Investment Fund, California Asset Management Program, and Local Agency Bonds are reported at amortized cost.

NOTE 4 – INTERFUND TRANSACTIONS

A. Transfers Among Funds

With City Council approval, resources may be transferred from one City fund to another. Transfers are used in cases when a fund subsidizes another fund as in the case of the General Fund subsidizing the Convention Center, Animal Control, and Baseball Funds. Transfers are also used between funds to fund capital projects and debt service payments. Transfers between funds during the fiscal year ended June 30, 2025, were as follows:

Fund Receiving Transfer	Fund Making Transfer	Amount Transferred	
Governmental Funds:			
General Fund	Compensated Absences - Internal Services	$ 352,808	(B)
General Fund	American Rescue Plan	13,047,308	(B)
General Fund	American Rescue Plan	9,900,518	(A)
Measure N	Vehicle Replacement Fund - Internal Services	24,082	(A)
Debt Service Funds:			
VPFA 2014 Refunding COP	General Fund	126,739	(C)
2015 COP	General Fund	591,610	(C)
2015 COP	Public Safety Impact Fee - Capital Projects	414,852	(C)
2015 COP	Measure T Police - Special Revenue	151,362	(C)
Capital Projects Funds:			
Parking District	General Fund	83,350	(B)
Baseball	General Fund	647,019	(B)
Baseball	General Fund	2,656,698	(A)
Baseball	Risk Management	5,000,000	(A)
Special Revenue Funds:			
Measure R - Local	Recreational Facilities - Capital Projects	5,820	(A)
Housing & Community Grants	Grant & Loan Funds	40,918	(B)
Housing & Community Grants	General Fund	390	(B)
GOVERNMENTAL Funds Sub-Total		33,043,474	
Enterprise Funds:			
Animal Control	General Fund	1,112,109	(B)
Animal Control	General Fund	567,328	(C)
Convention Center	General Fund	400,000	(A)
Convention Center	General Fund	1,544,348	(B)
Convention Center	General Fund	1,087,944	(C)
Solid Waste	American Rescue Plan	165,144	(B)
Solid Waste	General Fund	4,691	(B)
Storm Sewer Maintenance	Kaweah Lake and Local Storm Water Maintenance - Special Revenue	300,000	(B)
ENTERPRISE Funds Sub-Total		5,181,564	
Internal Service Funds:			
Compensated Absences	General Fund	3,878,764	(B)
Compensated Absences	Measure N - Special Revenue	242,500	(B)
Compensated Absences	Grant & Loan Funds - Special Revenue	31,414	(B)
Compensated Absences	Measure T Police - Special Revenue	128,731	(B)
Compensated Absences	Measure T Fire - Special Revenue	130,050	(B)
Compensated Absences	Housing & Community Grants - Special Revenue	35,795	(B)
Compensated Absences	Fleet Services - Internal Services	106,120	(B)
Compensated Absences	Information Services - Internal Services	122,916	(B)
Compensated Absences	Risk Management - Internal Services	17,941	(B)
INTERNAL SERVICE Funds Sub-Total		4,694,231	
	TOTAL TRANSFERS	$ 42,919,269	

(A) To fund capital expenses
(B) To fund operating expenses
(C) To fund debt service payments

NOTE 4 – INTERFUND TRANSACTIONS (Continued)

B. Long-Term Interfund Advances

At June 30, 2025, the funds below had advance balances which were not expected to be repaid within the next year.

	Advances From Other Funds	Advances To Other Funds
General Fund	$ -	$ 1,948,098
Special Revenue Funds:		
Special Service Districts (Landscape & Lighting) (a)	1,226,278	-
Measure R - Regional (b)	721,820	-
Total Advances	$ 1,948,098	$ 1,948,098

The repayment plans for each of the above advances are as follows:

(a) To be repaid through higher assessment fees.

(b) To be repaid from future Measure R Sales Tax.

C. Due to/from Other Funds

As of June 30, 2025, the General Fund provided $1,798,877 to the Housing & Community Grants Fund to fund operating expenses, $35,198 to the Waterways Fund to fund operating expenses and $26,218 to the Grant & Loan Funds to fund operating expenses which are expected to be repaid within the next year.

D. Internal Balances

Internal balances are presented in the Government-wide financial statements only. They represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental and business-type activities.

NOTE 5 – NOTES AND LOANS RECEIVABLE

A. Current Year Transactions and Balances

	Issue Date	Maturity	Balance at June 30, 2024	Additions	Repayments	Balance at June 30, 2025
GOVERNMENTAL ACTIVITIES						
General Fund						
Visalia Successor Agency	-	-	$ 11,467,268	$ 216,961	$ 1,015,781	10,668,448
Subtotal General Fund			11,467,268	216,961	1,015,781	10,668,448
Housing & Community Grants						
1001 N Jacob (TCHA)	May 1996	July 2024	200	-	200	-
Fairview Village (KMC)	Dec 1994	Dec 2034	120,000	-	6,000	114,000
Navigation Center	July 2022	June 2042	3,184,480	-	159,224	3,025,256
Navigation Center	July 2022	June 2042	1,950,182	-	97,509	1,852,673
Navigation Center	July 2022	June 2042	3,628,371	-	181,419	3,446,952
1627 S Garden Public Facility	Aug 2019	Aug 2039	320,000	-	20,000	300,000
1627 S Garden Public Facility	Aug 2019	Aug 2039	212,000	-	13,250	198,750
Visalia Senior Housing III	Jan 2007	Jan 2062	2,720,193	-	-	2,720,193
Robinwood	April 2007	April 2036	519,989	-	43,332	476,657
Court & Paradise Apts	Nov 2010	Nov 2066	500,000	-	-	500,000
Highland Gardens	Sep 2015	Dec 2070	1,980,000	-	-	1,980,000
101 N Strawberry	June 2015	Dec 2045	429,150	-	-	429,150
SHE 517-519 N Encina	May 2018	May 2048	436,656	-	-	436,656
Lofts Project	Feb 2022	Dec 2057	2,350,898	-	-	2,350,898
Sequoia Village Project	April 2022	Mar 2057	1,445,454	-	27,272	1,418,182
Majestic Gardens	April 2024	April 2044	-	1,800,000	-	1,800,000
Majestic Gardens	April 2024	April 2079	-	648,810	-	648,810
Rancho Colegio	May 2024	Dec 2081	-	931,604	-	931,604
Habitat for Humanity Assigned	Various	Various	262,731	467,815	21,233	709,313
CDBG	Various	Various	675,872	-	50,025	625,847
Cal Home	Various	Various	561,332	-	-	561,332
HOME	Various	Various	1,815,760	73,392	30,569	1,858,583
NSP	Various	Various	508,226	-	448,378	59,848
Subtotal Housing & Community Grants			23,621,494	3,921,621	1,098,411	26,444,704
Housing Successor Agency						
Kaweah Management (1)	June 1996	Nov 2025	250,000	-	-	250,000
Kimball Court (1)	Aug 1999	Aug 2054	499,895	-	-	499,895
Downtown Senior Housing (1)	April 2002	April 2057	900,000	-	-	900,000
Tulare County Housing Authority (1)	Aug 2003	Aug 2058	29,363	-	863	28,500
Encina Triplex	Aug 2008	Aug 2048	252,829	-	7,235	245,594
Kaweah Management - East (1)	Sep 2009	June 2065	472,708	-	-	472,708
Court & Paradise Apts	Nov 2010	Nov 2066	500,000	-	-	500,000
Mill Creek Parkway $3.0M (KMC)	Oct 2015	Oct 2070	2,563,637	-	54,546	2,509,091
Mill Creek Parkway $1.5M (KMC)	Mar 2006	Mar 2061	1,033,612	-	27,935	1,005,677
KMC 621 N Santa Fe	Dec 2021	Dec 2071	100,000	-	-	100,000
617 & 619 Santa Fe (KMC)	July 2017	July 2072	150,000	-	-	150,000
517-519 N Encina (SHE)	May 2018	May 2074	100,000	-	-	100,000
Lofts Project	Feb 2022	Dec 2057	329,320	-	-	329,320
Navigation Center	July 2022	June 2042	200,000	-	10,000	190,000
Majestic Gardens	April 2024	April 2079	-	1,325,000	-	1,325,000
1029 W Goshen	Jan 2011	Jan 2066	124,233	-	2,953	121,280
East Visalia Redevelopment	Various	Various	32,461	-	-	32,461
Habitat for Humanity Assigned	Various	Various	647,965	-	9,011	638,954
Housing Fund	Various	Various	59,237	-	1,740	57,497
Subtotal Housing Successor Funds			8,245,260	1,325,000	114,283	9,455,977
Transportation Fund						
El Centro Corner (B183341)	May 2019	June 2025	47,633	-	47,633	-
NW Visalia Senior (B173132)	Oct 2019	June 2025	50,256	-	50,256	-
J Beast LP (B193168)	July 2020	June 2026	56,373	-	28,187	28,186
J Beast LP (B193169)	July 2020	June 2026	31,931	-	15,965	15,966
Vaccinated LP (B201416)	June 2021	June 2027	103,658	-	34,553	69,105
Vaccinated LP (B201417)	June 2021	June 2027	53,364	-	17,788	35,576
Subtotal Transportation Fund			343,215	-	194,382	148,833

Note: (1) Repayment is based on residual cash flow from operations. To the extent there is excess revenues, the developer is required to repay all accrued interest and principal annually.

NOTE 5 – NOTES AND LOANS RECEIVABLE (Continued)

A. Current Year Transactions and Balances (Continued)

	Issue Date	Maturity	Balance at June 30, 2024	Additions	Repayments	Balance at June 30, 2025
GOVERNMENTAL ACTIVITIES						
Civic Center Fund						
Imagine U Museum	Dec 2016	Dec 2046	123,878	-	3,529	120,349
Subtotal Civic Center Fund			123,878	-	3,529	120,349
Parking District Fund						
Comfort Suites	Oct 2002	Oct 2032	96,651	-	10,548	86,103
Subtotal Parking District Fund			96,651	-	10,548	86,103
Waterways Fund						
Imagine U Museum	Dec 2016	Dec 2046	151,407	-	4,314	147,093
Subtotal Waterways Fund			151,407	-	4,314	147,093
Govt Facilities Impact Fee Fund						
El Centro Corner (B183341)	May 2019	June 2025	253	-	253	-
J Beast LP (B193168)	July 2020	June 2026	29,998	-	14,999	14,999
J Beast LP (B193169)	July 2020	June 2026	14,736	-	7,368	7,368
Vaccinated LP (B201416)	June 2021	June 2027	6,242	-	2,081	4,161
Vaccinated LP (B201417)	June 2021	June 2027	26,526	-	8,842	17,684
Subtotal Govt Facilities Impact Fee Fund			77,755	-	33,543	44,212
Public Safety Impact Fee Fund						
El Centro Corner (B183341)	May 2019	June 2025	3,170	-	3,170	-
J Beast LP (B193168)	July 2020	June 2026	18,631	-	9,316	9,315
Vaccinated LP (B201417)	June 2021	June 2027	19,202	-	6,400	12,802
Subtotal Public Safety Impact Fee Fund			41,003	-	18,886	22,117
Storm Sewer Construction Fund						
El Centro Corner (B183341)	May 2019	June 2025	207	-	207	-
J Beast LP (B193168)	July 2020	June 2026	1,316	-	658	658
Vaccinated LP (B201417)	June 2021	June 2027	1,356	-	452	904
Subtotal Storm Sewer Construction Fund			2,879	-	1,317	1,562
Total Governmental Activities			44,170,810	5,463,582	2,494,994	47,139,398
BUSINESS - TYPE						
Water Reclamation Facility Fund						
El Centro Corner (B183341)	May 2019	June 2025	2,804	-	2,804	-
NW Visalia Senior (B173132)	Oct 2019	June 2025	12,552	-	12,552	-
120 W Main St (B150085)	May 2015	June 2025	4,933	-	4,933	-
J Beast LP (B193168)	July 2020	June 2026	26,600	-	13,300	13,300
J Beast LP (B193169)	July 2020	June 2026	1,670	-	835	835
Vaccinated LP (B201416)	June 2021	June 2027	3,942	-	1,314	2,628
Vaccinated LP (B201417)	June 2021	June 2027	3,012	-	1,004	2,008
Subtotal Water Reclamation Facility Fund			55,513	-	36,742	18,771
Total Governmental Activities and Business-Type			$ 44,226,323	$ 5,463,582	$ 2,531,736	47,158,169
Successor Agency						
Willow Street Parking Structure			84,786	-	20,750	64,036
Subtotal Successor Agency			$ 84,786	$ -	$ 20,750	64,036
Total Notes and Loans Receivable			$ 44,311,109	$ 5,463,582	$ 2,552,486	47,222,205

NOTE 5 – NOTES AND LOANS RECEIVABLE (Continued)

B. Notes Receivable

The City loans monies for various purposes in the course of its operations. The General Fund holds notes receivable for deferred impact fees and land sales. The Parking District holds notes relating to payment of downtown parking in-lieu fees. Various housing funds hold notes related to housing development. The Housing Successor Agency loans are mainly for developers who develop housing projects for low-income persons which meet affordability requirements. At June 30, 2025, these notes receivable totaled $47,222,205 in the following funds: $10,668,448 in the General Fund, $26,444,704 in Housing & Community Grants, $9,455,977 in the Housing Successor Agency Fund, $148,833 in the Transportation Fund, $120,349 in the Civic Center Fund, $86,103 in the Parking District Fund, $147,093 in the Waterways Fund, $44,212 in the Government Facilities Impact Fee Fund, $22,117 in the Public Safety Impact Fee Fund, $1,562 in the Storm Sewer Construction Fund, $18,771 in the Water Reclamation Facility Fund, and $64,036 in the Fiduciary Successor Agency.

NOTE 6 – CAPITAL ASSETS

A. Capital Assets Additions and Retirements

	Balance July 1, 2024	Additions	Retirements	Transfers	Balance June 30, 2025
GOVERNMENTAL ACTIVITIES:					
Capital assets not being depreciated					
Land	$ 42,306,251	$ 7,435,782	$ -	$ -	$ 49,742,033
Construction in progress	65,121,167	22,722,625	(1,507,498)	(40,220,890)	46,115,404
	107,427,418	30,158,407	(1,507,498)	(40,220,890)	95,857,437
Capital assets being depreciated					
Buildings	63,080,109	2,510,225	-	6,617,685	72,208,019
Improvements other than buildings	95,111,657	1,607,257	-	6,878	96,725,792
Machinery, equipment and vehicles	57,447,992	6,889,270	(1,265,226)	313,904	63,385,940
Infrastructure - streets, traffic signals & signs	276,771,340	5,185,339	(837,334)	33,282,423	314,401,768
	492,411,098	16,192,091	(2,102,560)	40,220,890	546,721,519
Accumulated depreciation					
Buildings	(20,340,851)	(1,312,135)	-	-	(21,652,986)
Improvements other than buildings	(36,009,250)	(2,393,694)	-	-	(38,402,944)
Machinery, equipment and vehicles	(35,920,470)	(3,736,964)	1,073,583	-	(38,583,851)
Infrastructure - streets, traffic signals & signs	(109,046,355)	(6,437,969)	837,334	-	(114,646,990)
	(201,316,926)	(13,880,762)	1,910,917	-	(213,286,771)
Intangible assets being amortized					
Right-to-use assets - lease assets - Land and land improvements	684,549	15,953	-	-	700,502
Right-to-use assets - lease assets - Buildings	230,126	-	(230,126)	-	-
Right-to-use assets - SBITA	4,366,313	992,326	(8,973)	-	5,349,666
	5,280,988	1,008,279	(239,099)	-	6,050,168
Accumulated amortization					
Right-to-use assets - lease assets - Land and land improvements	(80,059)	(28,202)	-	-	(108,261)
Right-to-use assets - lease assets - Buildings	(243,305)	-	243,305	-	-
Right-to-use assets - SBITA	(1,655,300)	(1,241,647)	-	-	(2,896,947)
	(1,978,664)	(1,269,849)	243,305	-	(3,005,208)
Governmental Capital Asset Activity, Net	$ 401,823,914	$ 32,208,166	$ (1,694,935)	$ -	$ 432,337,145
Total Governmental Capital assets not being depreciated or amortized					$ 95,857,437
Total Governmental Capital assets being depreciated or amortized					$ 336,479,708
BUSINESS-TYPE ACTIVITIES:					
Capital assets not being depreciated					
Land	$ 26,144,947	$ -	$ -	$ -	$ 26,144,947
Construction in progress	8,108,499	3,807,117	(180,118)	-	11,735,498
	34,253,446	3,807,117	(180,118)	-	37,880,445
Capital assets being depreciated					
Buildings	58,373,201	-	-	-	58,373,201
Improvements other than buildings	231,882,974	-	-	-	231,882,974
Machinery, equipment and vehicles	73,888,657	6,924,534	(108,565)	-	80,704,626
Infrastructure - sewer and storm drainage	158,041,189	2,161,515	-	-	160,202,704
	522,186,021	9,086,049	(108,565)	-	531,163,505
Accumulated depreciation					
Buildings	(24,557,136)	(1,210,152)	-	-	(25,767,288)
Improvements other than buildings	(81,333,181)	(4,604,603)	-	-	(85,937,784)
Machinery, equipment and vehicles	(47,858,248)	(4,597,340)	101,939	-	(52,353,649)
Infrastructure - sewer and storm drainage	(40,355,891)	(1,965,698)	-	-	(42,321,589)
	(194,104,456)	(12,377,793)	101,939	-	(206,380,310)
Intangible assets being amortized					
Right-to-use assets - SBITA	144,122	2,130,280	(64,982)	-	2,209,420
	144,122	2,130,280	(64,982)	-	2,209,420
Accumulated amortization					
Right-to-use assets - SBITA	(82,558)	(100,453)	64,916	-	(118,095)
	(82,558)	(100,453)	64,916	-	(118,095)
Business-type Capital Asset Activity, Net	$ 362,396,575	$ 2,545,200	$ (186,810)	$ -	$ 364,754,965
Total Business-Type Capital assets not being depreciated or amortized					$ 37,880,445
Total Business-Type Capital assets being depreciated or amortized					$ 326,874,520

NOTE 6 – CAPITAL ASSETS (Continued)

B. Depreciation and Amortization Expense

Depreciation and amortization expense is charged to functions and programs based on their usage of the related assets. The accounts allocated to each function or programs are as follows:

Governmental Activities		
General Government	$	6,838,094
Public Works		1,504,607
Public Safety:		
Police		1,795,672
Fire		544,668
Community Services		1,638,123
Capital Assets Held by the City's Internal Service Funds are Charged to the Various Functions Based on their Usage of the Assets		2,829,447
Total Governmental Activities	$	15,150,611
Business-Type Activities		
Water Reclamation Facility	$	5,544,548
Storm Sewer Maintenance		865,247
Solid Waste		1,823,958
Transit		2,978,840
Convention Center		715,557
Airport		276,913
Building Safety		93,126
Animal Control		180,057
Total Business-Type Activities	$	12,478,246

NOTE 7 – LONG-TERM LIABILITIES

A. Current Year Transactions and Balances

	Original Issue Amount	Balance at June 30, 2024 As Restated	Additions	Retirements	Balance at June 30, 2025	Due Within One Year
Governmental Activity Debt						
Certificates of Participation:						
2015 COP	$ 13,121,230	$ 6,278,556	$ -	$ (948,743)	$ 5,329,813	$ 996,364
2014 VPFA - Refunding (1)	1,180,800	241,600	-	(117,600)	124,000	124,000
	14,302,030	6,520,156	-	(1,066,343)	5,453,813	1,120,364
Lease Liabilities (2)	-	616,259	15,953	(24,421)	607,791	24,790
SBITA Liabilities (3)	-	2,410,999	392,903	(887,735)	1,916,167	863,163
Internal Service Funds:						
SBITA Liabilities (3)	-	-	599,423	(172,142)	427,281	173,575
Compensated Absences	-	10,812,237	521,558	-	11,333,795	1,129,292
Total Governmental Activities	$ 14,302,030	$ 20,359,651	$ 1,529,837	$ (2,150,641)	$ 19,738,847	$ 3,311,184
Business-Type Activity Debt						
Certificates of Participation:						
2015 COP	$ 4,788,770	$ 2,291,444	$ -	$ (346,257)	$ 1,945,187	$ 363,636
2014 VPFA - Refunding (1)	6,199,200	1,268,400	-	(617,400)	651,000	651,000
Bond Premium	971,504	12,208	-	(12,208)	-	-
	11,959,474	3,572,052	-	(975,865)	2,596,187	1,014,636
Notes - Direct Borrowings:						
2014 Clean Water State Revolving Fund Loan	96,434,597	81,635,890	-	(2,650,874)	78,985,016	2,706,542
Lease - Direct Borrowings:						
2012 Animal Control	6,600,000	2,102,823	-	(499,048)	1,603,775	516,413
SBITA Liabilities (3)	-	43,440	2,130,279	(124,385)	2,049,334	273,181
Compensated Absences	-	2,183,548	37,689	-	2,221,237	232,601
Total Business-Type Activities	$ 114,994,071	$ 89,537,753	$ 2,167,968	$ (4,250,172)	$ 87,455,549	$ 4,743,373
Fiduciary Funds						
Redevelopment Agency Tax Allocation Bonds:						
2003 East Visalia District	$ 5,185,000	$ 680,000	$ -	$ (220,000)	$ 460,000	$ 225,000
Notes - Direct Borrowings:						
2004 RDA - Mooney District	2,707,250	733,687	-	(150,720)	582,967	157,451
Advances:						
General Fund	-	11,467,268	216,961	(1,015,781)	10,668,448	-
	-	11,467,268	216,961	(1,015,781)	10,668,448	-
Total Private Purpose Trust Funds	$ 7,892,250	$ 12,880,955	$ 216,961	$ (1,386,501)	$ 11,711,415	$ 382,451

(1) The 2014 VPFA issues were for refunding of the 2005 VPFA Issues, and corresponding debt's proportionate allocation remains at 84% to Business-Type Activities (Convention Center - Enterprise Fund) and 16% to Governmental Activities.

(2) The City has entered into a lease for land with land improvements. The term remaining on the agreement is 21 years. The calculated interest rates is 1.50%.

(3) The City has entered into agreements for subscription-based information technology. The terms of the agreements range from 1 to 7 years. The calculated interest rate is 2.92% and 3.16% for FY2024-25, 2.63% for FY2023-24, and 2.40% for FY2022-23.

NOTE 7 – LONG-TERM LIABILITIES (Continued)

B. Certificates of Participation

On July 2, 2014, the City issued $7,380,000 of 2014 Refunding Certificates of Participation (the Certificates VPFA) to (a) refund all of the City's outstanding 2005 Refunding Certificates of Participation (the "Prior Certificates"), (b) to purchase a municipal bond debt service reserve insurance policy for deposit into a debt service reserve fund established for the Certificates, and (c) to pay the costs related to the execution and delivery of the Certificates, including, but not limited to, the cost of municipal bond insurance. Of this issue, 84% is allocable to the Convention Center and 16% is considered general long-term debt. The term of the refunding is 11 years with an all in total interest cost of 3.02%. Principal payments are due annually on June 1 and interest is due semiannually on June 1 and December 1, commencing December 1, 2014, with the final payment due in the year 2025. The refunding was structured to lower the annual certificate payments and was achieved by taking advantage of historically low interest rates and extend out the final maturity date by 4 years. The refunding resulted in a bond premium of $971,504 for the business-type activities, of which none remains to be amortized. The City also chose to unencumber the Convention Center, which was the lease asset for the Prior Certificates, and encumber a new asset, which is the City's Riverway Sports Park, with the 2014 Certificates. The lowering of the annual payments and unencumbering of the Convention Center were done to help with a larger future financing issued by the City in September of 2015.

The bonds are limited obligations of the Visalia Public Finance Authority and are payable by the City solely from Lease Payments to be made by the City under the Lease and certain other moneys held under the Trust Agreement. The City has covenanted to budget and appropriate Lease Payments in each fiscal year in consideration of the use and occupancy of the Property from any source of legally available funds, and to take such action as may be necessary to include all Lease Payments in its annual budgets and to make the necessary annual appropriations thereof. Should the City default under the facilities sublease, the trustee, as the assignee of the Authority, may elect either to terminate the Lease and seek to collect damages from the City or to maintain the Lease in effect and seek to collect the Lease Payments as they become due. Base Rental payments may not be accelerated upon a default under the facilities sublease. A default refers to any one or more of the following events: payment default (lease payment or reserve replenishment); covenant default; and bankruptcy or insolvency. No such events of default occurred during the fiscal year ending June 30, 2025.

On September 10, 2015 the City issued $17,910,000 of 2015 Certificates of Participation to (a) construct and equip the Visalia Emergency Communications Center (the VECC), (b) to replace the City's Computer Aided Dispatch and Records Management System (the CAD/RMS), (c) to make certain improvements to the Visalia Convention Center, (d) to purchase a municipal bond debt service reserve insurance policy for deposit into a debt service reserve fund established for the Certificates, and (e) to pay the costs related to the execution and delivery of the Certificates. Of this issue, 27% is allocable to the Convention Center, 10% is allocable to the Measure T Fund, 26% is allocable to Police Impact Fees, and 37% is considered general long-term debt. The term of the certificates is 14 years with an all in total interest cost of 3.14%. Principal and interest payments are payable semiannually on June 1 and December 1 of each year, commencing on December 1, 2015, with the final payment due in the year 2029.

The bonds are limited obligations of the Public Property Financing Corporation of California and are payable by the City solely from Lease Payments to be made by the City under the Lease and certain other moneys held under the Trust Agreement. The City has covenanted to budget and appropriate Lease Payments in each fiscal year in consideration of the use and occupancy of the Property from any source of legally available funds, and to take such action as may be necessary to include all Lease Payments in its annual budgets and to make the necessary annual appropriations thereof. Should the City default under the facilities sublease, the Trustee, as the assignee of the Corporation, may elect either to terminate the Lease and seek to collect personal damages from the City or to maintain the Lease in effect to seek to collect the Lease Payments as they become due. Base Rental payments may not be accelerated upon a default under the facilities sublease. A default refers to any one or

NOTE 7 – LONG-TERM LIABILITIES (Continued)

B. Certificates of Participation (Continued)

more of the following events: payment default (lease payment or reserve replenishment); covenant default; and bankruptcy or insolvency. No such events of default occurred during the fiscal year ending June 30, 2025.

C. Lease – Animal Control

On December 1, 2012, the City entered into a lease agreement with Municipal Finance Corporation for $6,600,000 for the acquisition and construction of an animal control facility and shelter. The lease agreement pledges two police substations and the animal control center site for the construction of the animal shelter. The fifteen year lease financing arrangement began March 2013 at an interest rate of 3.45%. Principal and interest payments are due each September and March with the first payment beginning September 2013 and the final payment due in March 2028.

D. Compensated Absences

The City accounts for compensated absences (unpaid, vacation, sick leave and compensatory time) in accordance with GASB standards (see Note 1H). In governmental funds, compensated absences are recorded as expenditures in the year paid, as it is the City's intention to liquidate any unpaid compensated absences at June 30 from future resources, rather than current available financial resources. Accordingly, the unpaid liability for governmental funds is recorded in the Statement of Net Position. In business-type activities and enterprise funds, the unpaid liability is accrued when the liability occurs. With the implementation of GASB 101, balances as of June 30, 2024 have been restated.

E. Redevelopment Agency Tax Allocation Bonds

On June 18, 2003, the Community Redevelopment Agency (RDA) issued $5,185,000 of 2003 Tax Allocation Refunding Bonds (2003 Bonds) to retire outstanding variable rate 1990 Tax Allocation Bonds and to pay for issuance costs.

Tax increment revenue is pledged for the repayment of the 2003 Bonds. Interest ranges from 2.0% to 4.1% and is due semiannually each July 1 and January 1. Commencing 2004, principal is payable each July 1 through 2026.

The bonds are special obligations of the Agency payable solely from the tax revenues. The Successor Agency has covenanted in the indenture to manage its fiscal affairs in a manner which ensures that it will have sufficient tax revenues available under the plan limitations in the amounts and at the times required to enable the Agency to pay the principal, interest, and premium (if any) on the bond when due. Should the Successor Agency default, any Holder or Beneficial Owner of the bonds may take such actions as may be necessary and appropriate including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this disclosure certificate. If termination occurs prior to the final maturity of the bonds; the issuer shall give notice of such termination in the same manner as for a listed event. No such events of default occurred during the fiscal year ending June 30, 2025.

This debt was transferred to the Redevelopment Successor Agency (Private Purpose Trust Fund) on February 1, 2012, as a result of the dissolution of the Visalia Community Redevelopment Agency.

NOTE 7 – LONG-TERM LIABILITIES (Continued)

F. Note – WestAmerica Bank Loan – RDA Mooney District

On September 7, 2004, the City approved the refinancing of the remaining balance of the 1993 Mooney Tax Allocation Revenue Bond with a Stockmen's bank loan in the amount of $2,707,250. The bank loan is a variable rate loan, fixed every five years with a floor of 4.30% and a ceiling of 6.00%. As of June 30, 2025, the interest rate on the loan was 4.30%. The term of the loan is set at 24 years to match the sunset of the Mooney Redevelopment Area in 2028.

This loan is secured by the tax revenues received by the RDA for the project area.

Although the note originated with Stockmen's Bank in 2004, as of June 30, 2012, the note is held by WestAmerica Bank. WestAmerica Bank may determine the loan to be breached and the City to be in default if the City (1) fails to pay the money payment when due, (2) discontinues, or (3) otherwise breaches this agreement, and the breach is not cured as specified therein. Following a breach, WestAmerica Bank shall have the right to declare the entire unpaid balance of the loan obligation due and payable.

This debt was transferred to the Redevelopment Successor Agency (Private Purpose Trust Fund) on February 1, 2012, as a result of the dissolution of the Visalia Community Redevelopment Agency.

G. Note – Clean Water State Revolving Fund – Wastewater Conservation Plant Upgrade Project

On March 27, 2014, the City entered into an installment sale agreement with the California State Water Resources Control Board (CSWRCB) for up to $132,490,000 for a major upgrade to the City's Water Conservation Plant to provide tertiary level treatment to the water being processed. The project is complete and the City's loan balance is set at $96,434,597, which includes $3,854,165 of capitalized interest. The term of the loan is 30 years at an interest rate of 2.1%. Principal and interest payments will be repaid in annual installments commencing on September 13, 2018 and shall be fully amortized by September 13, 2047.

The CSWRCB may determine the loan to be breached and the City to be in default if the City (1) fails to pay the money payment when due, (2) discontinues, or (3) otherwise breaches this agreement, and the breach is not cured as specified therein. Following a breach, CSWRCB shall have the right to declare the entire unpaid balance of the loan obligation due and payable.

H. Subscription Based Information Technology Arrangements

The City has entered subscription-based information technology arrangements (SBITA) for various administrative and operational purposes. These subscriptions include services related to cloud-based software applications, data storage, and management services. The remaining subscription periods vary with terms ranging from 1 to 7 years. The discount rates that have been used are 2.92% and 3.16% for SBITA contracted in fiscal year 2024-25, 2.63% for SBITA contracted in fiscal year 2023-24 and 2.40% for SBITA contracted in prior fiscal years.

As of June 30, 2025, the capitalized right to use assets related to SBITA for governmental activities was $5,349,666 and $2,209,420 for business-type activities. As of June 30, 2025, the total subscription liability was $2,343,448 for governmental activities and $2,049,334 for business-type activities.

For the year ended June 30, 2025, the City recognized $68,062 of interest expense related to these arrangements for governmental activities and $15,900 of interest expense for business-type activities.

Principal and interest payments to maturity are detailed in Note 7j, Debt Service Requirements.

NOTE 7 – LONG-TERM LIABILITIES (Continued)

I. Lessee Leases

The City entered into a lease for land, including land improvements, with an inception date of November 2020. The lease has a term of 25 years and an interest rate of 1.50%.

As of June 30, 2025, the City reported total lease assets for governmental activities amounting to $700,502. The accumulated amortization of these assets totaled $108,261, resulting in net lease assets of $592,241.

For the year ended June 30, 2025, the City recognized a reduction in the lease liability amounting to $24,421 and interest expense of $9,651.

Principal and interest payments to maturity are detailed in Note 7J, Debt Service Requirements.

J. Debt Service Requirements

Annual debt service requirements to maturity are shown below for all long-term debt:

For the Year	Governmental Activities					
	Public Offering		Lease Liabilities		SBITA Liabilities	
Ending June 30,	Principal	Interest	Principal	Interest	Principal	Interest
2026	$ 1,120,364	$ 162,216	$ 24,790	$ 9,282	$ 1,036,738	$ 48,293
2027	1,036,658	118,657	25,164	8,908	772,155	22,202
2028	1,065,963	87,118	25,545	8,528	495,334	4,046
2029	1,098,930	53,957	25,930	8,142	39,221	472
2030	1,131,898	18,393	26,322	7,750	-	-
2031-2035	-	-	137,693	32,667	-	-
2036-2040	-	-	148,411	21,949	-	-
2041-2045	-	-	160,269	10,091	-	-
2046-2050	-	-	33,667	405	-	-
	$ 5,453,813	$ 440,341	$ 607,791	$ 107,722	$ 2,343,448	$ 75,013

For the Year	Business-Type Activities					
	Direct Borrowings		Public Offering		SBITA Liabilities	
Ending June 30,	Principal	Interest	Principal	Interest	Principal	Interest
2026	$ 3,222,955	$ 1,709,600	$ 1,014,636	$ 74,346	$ 273,181	$ 54,584
2027	3,297,764	1,634,792	378,342	43,306	269,664	46,810
2028	3,374,389	1,558,166	389,038	31,795	264,963	38,920
2029	2,880,660	1,484,567	401,069	19,693	291,326	30,791
2030	2,941,154	1,424,073	413,102	6,713	319,579	21,864
2031-2035	15,658,588	6,167,551	-	-	630,621	14,790
2036-2040	17,373,260	4,452,879	-	-	-	-
2041-2045	19,275,694	2,550,445	-	-	-	-
2046-2050	12,564,327	531,357	-	-	-	-
	$ 80,588,791	$ 21,513,430	$ 2,596,187	$ 175,853	$ 2,049,334	$ 207,759

NOTE 7 – LONG-TERM LIABILITIES (Continued)

J. Debt Service Requirements (Continued)

For the Year Ending June 30,	Private Purpose Trust Fund			
	Direct Borrowings		Public Offering	
	Principal	Interest	Principal	Interest
2026	$ 157,451	$ 23,665	$ 225,000	$ 20,125
2027	164,391	16,726	235,000	10,281
2028	171,636	9,480	-	-
2029	89,489	1,927	-	-
2030	-	-	-	-
	$ 582,967	$ 51,798	$ 460,000	$ 30,406

NOTE 8 – DEBT WITHOUT CITY COMMITMENT

The City issued a $675,000 bond designated as the "City of Visalia Orchard Walk East and West Undergrounding Utilities Assessment District, Series 2011". The City then purchased the bonds for the City's cash portfolio. The bonds yield 6.75% and mature on September 2, 2026 and were for the construction of underground electrical utilities at the Orchard Walk East and West commercial shopping center. As of June 30, 2025, $45,000 of principal balance, which is repayable out of assessments on property in the Assessment District, remained outstanding.

The City issued a $148,367 bond designated as the "City of Visalia Atwood Street Water Assessment District No. 2014-01, Series 2015-2". The City then purchased the bonds for the City's cash portfolio. The bonds yield 4.00% and mature on September 2, 2030 and were for the construction of improvements for the extension of a California Water main into Atwood Street to provide services to each property as the properties had wells that were beginning to fail. As of June 30, 2025, $54,006 of principal balance, which is repayable out of assessments on property in the Assessment District, remained outstanding.

The City issued a $106,530 bond designated as the "City of Visalia Laura Street Water Assessment District No. 2014-01, Series 2015-2". The City then purchased the bonds for the City's cash portfolio. The bonds yield 4.00% and mature on September 2, 2030 and were for the construction of improvements for the extension of a California Water main into Laura Street to provide services to each property as the properties had wells that were beginning to fail. As of June 30, 2025, $34,242 of principal balance, which is repayable out of assessments on property in the Assessment District, remained outstanding.

Although the City assisted in the issuance of the above debts, it is not obligated in any way to repay this debt and has not reflected the debt in its financial statements.

NOTE 9 – FUND BALANCE AND NET POSITION CLASSIFICATIONS

GASB Statement No. 34 incorporates the concept of Net Position, which is measured on the full accrual basis of accounting, to the concept of Fund Balance, as amended by GASB Statement No. 54, which is measured on the modified accrual basis of accounting.

A. Fund Balances

Fund balances are presented in the following categories: nonspendable, restricted, committed, assigned, and unassigned (see Note 1 for a description of these categories). A detailed schedule of fund balances at June 30, 2025 is as follows:

City of Visalia
Governmental Fund Balances
June 30, 2025
(In Thousands)

	General Fund	Measure N	American Rescue Plan	Transportation	Civic Center	All Other Governmental Funds	Total Governmental Funds
Nonspendable							
Prepaids/Deposits	$ 14	$ -	$ -	$ -	$ -	$ -	$ 14
Supplies	12	-	-	-	-	-	12
Advance - Measure R - Regional	423	-	-	-	-	-	423
Advance - Measure R - Trailways	299	-	-	-	-	-	299
Advance - Special Service Districts	1,226	-	-	-	-	-	1,226
Total Nonspendable Fund Balance	1,974	-	-	-	-	-	1,974
Restricted							
Purpose of Fund	18,334	42,201	-	36,037	-	162,441	259,013
Total Restricted Fund Balance	18,334	42,201	-	36,037	-	162,441	259,013
Committed							
Golf Course	-	-	-	-	-	1,041	1,041
Conservation	-	-	-	-	-	270	270
Police Unclaimed Funds	-	-	-	-	-	122	122
Softball	-	-	-	-	-	8	8
Baseball	-	-	-	-	-	6,954	6,954
Civic Center	-	-	-	-	73,563	-	73,563
Emergency Reserve	24,015	-	-	-	-	-	24,015
Miscellaneous Capital Projects	1,388	-	-	-	-	-	1,388
Total Committed Fund Balance	25,403	-	-	-	73,563	8,395	107,361
Assigned							
Facility Improvements	-	-	-	-	-	853	853
Regional Parks	-	-	-	-	-	628	628
Vehicle Miles Traveled	-	-	-	-	-	40	40
Animal Control Reserve	-	-	-	-	-	274	274
Advance - Atwood District (Custodial Fund)	68	-	-	-	-	-	68
Advance - Laura District (Custodial Fund)	38	-	-	-	-	-	38
Due From - Community Development	1,799	-	-	-	-	-	1,799
Due From - Waterways	35	-	-	-	-	-	35
Due From - Grant & Loan Funds	26	-	-	-	-	-	26
CIP Budgeted Not Started	11,148	-	-	-	-	-	11,148
Cal PERS Unfunded Liability FY 25/26	14,455	-	-	-	-	-	14,455
Successor Agency Loans	10,669	-	-	-	-	-	10,669
Total Assigned Fund Balance	38,238	-	-	-	-	1,795	40,033
Unassigned							
Total Unassigned Fund Balance (Deficit)	2,655	-	-	-	-	(85)	2,570
Total Fund Balances	$ 86,604	$ 42,201	$ -	$ 36,037	$ 73,563	$ 172,546	$ 410,951

NOTE 9 – FUND BALANCE AND NET POSITION CLASSIFICATIONS (Continued)

B. Fund Balances

CITY OF VISALIA
SCHEDULE OF FUND BALANCE - GENERAL FUND
(In Thousands)

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Nonspendable Fund Balance:					
Inventory	$ -	$ -	$ -	$ 136	$ -
Prepaid Expenditures	22	27	18	15	14
Supplies	19	14	13	19	12
Long-Term Receivable	527	134	58	-	-
Advance - Public Facility Impact Fee (Library)	60	26	-	-	-
Advance - Measure R - Regional	-	-	-	572	423
Advance - Measure R - Trailways	522	392	2,367	287	299
Advance - Special Service Districts	963	971	1,042	1,109	1,226
Advance - Airport	1,367	-	-	-	-
Nonspendable Fund Balance Total	3,480	1,564	3,498	2,138	1,974
Restricted Fund Balance	-	-	-	-	18,334
Committed Fund Balance:					
Emergency Reserve	16,407	17,402	19,023	22,705	24,015
Miscellaneous Capital Projects	202	156	1,782	905	1,388
Committed Fund Balance Total	16,609	17,558	20,805	23,610	25,403
Assigned Fund Balance:					
Custodial Fund Advance - Atwood District	76	75	76	70	68
Custodial Fund Advance - Laura District	36	38	38	38	38
Due from - Community Development	5	-	211	-	1,799
Due from - Public Facility Impact Fee (Library)	-	-	2	-	-
Due from - Waterways	-	-	-	-	35
Due from - Grant & Loan Funds	-	-	-	-	26
CIP Budgeted not started	3,961	3,522	4,731	10,087	11,148
Cal PERS Unfunded Liability Payment	11,120	12,227	11,000	11,500	14,455
Successor Agency	12,431	12,077	11,910	11,467	10,669
Assigned Fund Balance Total	27,629	27,939	27,968	33,162	38,238
Unassigned Fund Balance:					
Unassigned	5,428	6,731	3,142	186	2,655
Unassigned Fund Balance Total	5,428	6,731	3,142	186	2,655
Total Fund Balance	$ 53,146	$ 53,792	$ 55,413	$ 59,096	$ 86,604

NOTE 9 – FUND BALANCE AND NET POSITION CLASSIFICATIONS (Continued)

C. Fund Balance and Net Position Deficits

The following funds had deficit fund balances or net position at June 30, 2025. Future revenues, future charges or interfund transfers are expected to offset these deficits:

Special Revenue Funds:		
Grant & Loan Funds	$	26,135
Measure R Regional	$	58,025
Debt Service Funds:		
VPFA 2014 Refunding Certificates of Participation	$	509
Fiduciary Funds:		
Successor Agency	$	7,956,854
Internal Services:		
Fleet Services	$	512,765

D. Net Investment in Capital Assets

The following is the calculation of net investment in capital assets at June 30, 2025:

	Governmental Activities	Business-Type Activities	Total
Capital Assets, net of accumulated depreciation and amortization	$ 432,337,145	$ 364,754,965	$ 797,092,110
Less: outstanding principal on capital related debt	(5,453,813)	(83,184,978)	(88,638,791)
Less: outstanding leases liability	(607,791)	-	(607,791)
Less: outstanding SBITA lease liability	(2,343,448)	(2,049,334)	(4,392,782)
Less: capital accounts payable	(1,341,228)	(32,658)	(1,373,886)
Net Investment in Capital Assets	$ 422,590,865	$ 279,487,995	$ 702,078,860

NOTE 10 – EMPLOYEE BENEFITS

A. General Information about the Pension Plans

Plan Descriptions – All qualified permanent and probationary employees are eligible to participate in the City of Visalia separate Safety (police and fire) and Miscellaneous (all other) Plans, agent multiple-employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plans are established by State statute and City of Visalia resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five or more years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plans' provisions and benefits in effect at June 30, 2025, are summarized as follows:

	Miscellaneous			
Hire date	Prior to May 9, 2008	May 10, 2008 through May 20, 2011	May 21, 2011 through December 31, 2012	January 1, 2013 through current
Benefit formula	3% @ 60	2.5% @ 55	2.0% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service	5 years service
Benefit payments	Monthly for life	Monthly for life	Monthly for life	Monthly for life
Retirement age	50	50	50	52
Monthly benefits, as a % of eligible compensation	2.0% to 3.0%	2.0% to 2.5%	1.09% to 2.42%	1.0% to 2.5%
Required employee contribution rates	8%	8%	7%	8.25%
Required employer contribution rates	11.400%	11.400%	11.400%	11.400%
Unfunded Liability Contribution % of Payroll (illustrative only)	24.470%	24.470%	24.470%	24.470%

	Safety		
Hire date	Prior to February 26, 2011	February 27, 2011 through December 31, 2012	January 1, 2013 through current
Benefit formula	3% @ 50	3.0% @ 55	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	Monthly for life	Monthly for life	Monthly for life
Retirement age	50	50	50
Monthly benefits, as a % of eligible compensation	3.0%	2.4% to 3.0%	2.0% to 2.7%
Required employee contribution rates	9%	9%	14.50%
Required employer contribution rates	21.530%	21.530%	21.530%
Unfunded Liability Contribution % of Payroll (illustrative only)	26.730%	26.730%	26.730%

NOTE 10 – EMPLOYEE BENEFITS (Continued)

A. General Information about the Pension Plans (Continued)

Employees Covered – For valuation date, as of June 30, 2023, the following employees were covered by the benefit terms for each Plan:

	Miscellaneous	Safety
Inactive employees or beneficiaries currently receiving benefits	508	267
Inactive employees entitled to but not yet receiving benefits	394	136
Active employees	397	221
Total	1,299	624

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

B. Net Pension Liability

The City's net pension liability for each Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of each of the Plans is measured as of June 30, 2024, using an annual actuarial valuation as of June 30, 2023 rolled forward to June 30, 2024 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

Actuarial Assumptions – The total pension liabilities in the June 30, 2023 actuarial valuations were determined using the following actuarial assumptions:

NOTE 10 – EMPLOYEE BENEFITS (Continued)

B. Net Pension Liability (Continued)

	Miscellaneous	Safety
Valuation Date	June 30, 2023	June 30, 2023
Measurement Date	June 30, 2024	June 30, 2024
Actuarial Cost Method	Entry-Age Actuarial Cost Method	Entry-Age Actuarial Cost Method
Actuarial Assumptions:		
Discount Rate	6.90%	6.90%
Inflation	2.30%	2.30%
Payroll Growth	2.800%	2.800%
Projected Salary Increase	.40% - 8.5% (1)	.97% - 17.0% (1)
Investment Rate of Return	6.80% (2)	6.80% (2)
Post Retirement Benefit Increase	The lessor of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter	
Mortality (3)	Derived using CalPERS Membership Data for all Funds	

(1) Depending on age, service and type of employment

(2) Net of pension plan investment and administrative expenses, including inflation

(3) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. Mortality rates incorporate full generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the 2021 experience study and report from November 2021 that can be found on the CalPERS website.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2023 valuation were based on the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. Further details of the Experience Study can be found on the CalPERS website.

Long-term Expected Rate of Return – The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the next 20 years using a building-block approach. The expected rate of return was then adjusted to account for assumed administrative expenses of 10 Basis points. The expected real rates of return by asset class are shown on the next page.

Change of Assumptions – There were no assumption changes with the June 30, 2023 valuation date (2024 measurement date). The accounting discount rate remained at 6.90%. In determining the expected long-term rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions.

NOTE 10 – EMPLOYEE BENEFITS (Continued)

B. Net Pension Liability (Continued)

Asset Class [1]	Assumed Asset Allocation	Real Return [1,2]
Global Equity - Cap-Weighted	30.0%	4.54%
Global Equity - Non-Cap-Weighted	12.0%	3.84%
Private Equity	13.0%	7.28%
Treasury	5.0%	0.27%
Mortgage Backed Securities	5.0%	0.50%
Investment Grade Corporates	10.0%	1.56%
High Yield	5.0%	2.27%
Emerging Market Debt	5.0%	2.48%
Private Debt	5.0%	3.57%
Real Assets	15.0%	3.21%
Leverage	-5.0%	-0.59%
Total	100%	

(1) An expected inflation of 2.30% used for this period.

(2) Figures are based on the 2021 Asset Liability Management study.

Discount Rate – The discount rate used to measure the total pension liability was 6.90% for each Plan. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 10 – EMPLOYEE BENEFITS (Continued)

C. Changes in the Net Pension Liability

The changes in the Net Pension Liability for each Plan are as follows:

Miscellaneous Plan:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2023	$288,867,800	$202,799,265	$86,068,535
Changes in the year:			
Service cost	5,625,448	-	5,625,448
Interest on the total pension liability	19,930,729	-	19,930,729
Differences between actual and expected experience	4,376,782	-	4,376,782
Contribution - employer	-	9,239,433	(9,239,433)
Contribution - employee	-	2,474,111	(2,474,111)
Net investment income	-	19,272,982	(19,272,982)
Administrative expenses	-	(165,018)	165,018
Benefit payments, including refunds of employee contributions	(14,412,320)	(14,412,320)	-
Net changes	15,520,639	16,409,188	(888,549)
Balance at June 30, 2024	$304,388,439	$219,208,453	$85,179,986

Safety Plan:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2023	$315,363,893	$237,189,206	$78,174,687
Changes in the year:			
Service cost	7,965,287	-	7,965,287
Interest on the total pension liability	21,904,771	-	21,904,771
Differences between actual and expected experience	5,194,048	-	5,194,048
Contribution - employer	-	11,207,408	(11,207,408)
Contribution - employee	-	2,963,630	(2,963,630)
Net investment income	-	22,726,236	(22,726,236)
Administrative expenses	-	(193,002)	193,002
Benefit payments, including refunds of employee contributions	(14,160,274)	(14,160,274)	-
Net changes	20,903,832	22,543,998	(1,640,166)
Balance at June 30, 2024	$336,267,725	$259,733,204	$76,534,521

NOTE 10 – EMPLOYEE BENEFITS (Continued)

C. Changes in the Net Pension Liability (Continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate – The following presents the net pension liability of the City for each Plan, calculated using the discount rate for each Plan, as well as what the City of Visalia's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Miscellaneous	Safety	Total
1% Decrease	5.90%	5.90%	5.90%
Net Pension Liability	$125,945,246	$126,800,711	$252,745,957
Current Discount Rate	6.90%	6.90%	6.90%
Net Pension Liability	$85,179,986	$76,534,521	$161,714,507
1% Increase	7.90%	7.90%	7.90%
Net Pension Liability	$51,567,202	$35,850,820	$87,418,022

Pension Plan Fiduciary Net Position – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

D. Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2025, the City of Visalia recognized pension expense of $28,295,502 ($13,454,241 related to the Miscellaneous Plan and $14,841,261 related to the Safety Plan). At June 30, 2025, the City of Visalia reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Miscellaneous Plan:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$10,620,001	$ -
Differences between expected and actual experience	4,803,543	(616,451)
Changes in assumptions	1,189,913	-
Net differences between projected and actual earnings on plan investments	3,242,748	-
Total	$19,856,205	($616,451)

NOTE 10 – EMPLOYEE BENEFITS (Continued)

D. Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Safety Plan:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$12,576,668	$ -
Differences between expected and actual experience	5,801,183	(1,066,915)
Changes in assumptions	4,803,430	-
Net differences between projected and actual earnings on plan investments	3,635,079	-
Total	$26,816,360	($1,066,915)
Grand Total	$46,672,565	($1,683,366)

$23,196,669 ($10,620,001 related to the Miscellaneous Plan and $12,576,668 related to the Safety Plan) reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Miscellaneous Plan:		***Safety Plan:***	
Measurement Periods Ending June 30	Annual Amortization	Measurement Periods Ending June 30	Annual Amortization
2025	$2,861,791	2025	$3,530,860
2026	7,036,261	2026	9,385,838
2027	(201,739)	2027	577,765
2028	(1,076,560)	2028	(321,686)
Total	$8,619,753	Total	$13,172,777

Expected Average Remaining Service Lifetime (EARSL) – Miscellaneous Plan – The EARSL for the plan for the measurement period ending June 30, 2024 is 3.5 years, which was obtained by dividing the total service years of 4,493 (the sum of remaining service lifetimes of the active employees) by 1,299 (the total number of participants: active, inactive, and retired). Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

Expected Average Remaining Service Lifetime (EARSL) – Safety Plan – The EARSL for the plan for the measurement period ending June 30, 2024 is 4.9 years, which was obtained by dividing the total service years of 3,052 (the sum of remaining service lifetimes of the active employees) by 624 (the total number of participants: active, inactive, and retired). Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

NOTE 10 – EMPLOYEE BENEFITS (Continued)

E. Liquidating Net Pension Liability

The net pension liability, and related components for the miscellaneous plan are allocated to the governmental activities and business-type activities based on the distribution of current year contributions to the plan. At June 30, 2025, it is distributed 56% to governmental activities and 44% to business-type activities. The net pension liability, and related components for the safety plan are distributed 100% to the governmental activities. Historically, the General Fund has been used to liquidate the net pension liability for the City.

F. Payable to the Pension Plan

At June 30, 2025, the City did not report a payable for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2025 as there were none outstanding.

G. Deferred Compensation Plan

City employees may defer a portion of their compensation under a City sponsored Deferred Compensation Plan created in accordance with Internal Revenue Code Section 457. Participants in the Deferred Compensation Plan can make contributions on a pre-tax or post-tax (Roth) basis. Pre-tax contributions are not taxed on the deferred portion of their compensation until it is distributed to them. Roth contributions are made to the plan after payroll taxes are removed from the employee's paycheck and are not taxed at the time of distribution. Distributions may be made only at termination, retirement, death, or in an emergency as defined by the plan.

The laws governing deferred compensation plan assets require plan assets to be held by a Trust for the exclusive benefit of plan participants and their beneficiaries. Since the assets held under these plans are not the City's property and are not subject to City control, they have been excluded from these financial statements.

The City has a contract with Mission Square, Empower, and CalPERS to manage and invest the assets of the plan; all pool the assets of the plan with those of other participants and do not make separate investments for employees.

H. Accrued Personnel Costs

Accrued personnel costs are costs that are related to payroll withholdings such as PERS contributions, supplemental life insurance, medical and dependent care flexible spending accounts, and union dues just to name a few.

I. Postemployment Health Care Benefits

City Policy permits retirees access to the City's health plan but at a cost determined each year by the City. The specific language of Policy 301 is "Retirees and their dependents are eligible for medical and vision benefits at a cost determined each year by the City. "

As of June 30, 2025, 38 retirees are participating in the City's health plan at full cost. Of these retirees 16 have dependent coverage. The full cost of the EPO and PPO plans is up to $953 per month for retiree only coverage, $1,888 for retiree and one dependent, and $2,608 for the retiree and two or more dependents. The retiree fully funds these premiums.

As an alternative, the City also offers retirees access to the City's high deductible health plan at a premium cost up to $783 per month for retiree only coverage, $1,548 for retiree and one dependent, and $2,137 for retiree and two or more dependents.

NOTE 10 – EMPLOYEE BENEFITS (Continued)

J. Defined Contribution for Retiree Health Care

In 2011, the City adopted Resolution 2011-17 establishing the phase out of City subsidy to retiree health care cost by 2019. The guidelines included an additional 10 years to phase out the City's subsidy for qualifying retirees so that all retirees pay full cost by 2029. A qualified retiree is defined as having a household income less than the Federal Social Security Earnings Limit and either a CalPERS Disability Retirement or 15 years of service with Visalia and eligible for Medicare.

Three retirees qualified for the 2025 reduced rate; both are enrolled as retirees only. The retiree cost is up to $795 per month with the City subsidizing up to $348 per month. Qualified retirees must re-certify every year to qualify for the subsidy. A portion of the City's subsidy will transition to the retiree each year until the qualified retirees pay full cost in 2029 or no longer qualify for this provision.

For fiscal year 2024-2025, the City's Retiree Health Care Contribution was approximately $75,000.

NOTE 11 – RISK MANAGEMENT

A. Coverage

The City self-insures workers' compensation claims. The City retains or self-insures the first $1,000,000 of claims and purchases insurance above the $1,000,000 self-retention to $25,000,000. The program is administered by a third party.

The City has public employee dishonesty insurance with a $100,000 deductible and coverage up to $5,000,000 per loss. The City's property and machinery insurance has various deductibles and various coverages based on the kind of machinery. During the past four years there have been no significant reductions in any of the City's insurance coverage and no settlement amounts under these policies have exceeded insurance coverage.

The City currently provides three medical plan options for employees and retirees: a Preferred Provider Plan (PPO), an Exclusive Provider (EPO) and a High Deductible Plan (HD). The City provides medical benefits through an insurance pool, PRISMHealth which in turn participates in a larger pool, Self-Insured Schools of California (SISC). The insurance pool is responsible for maintaining a reserve for incurred but not reported claims. The City retains an equity share in the assets and liabilities of both pools.

The City provides dental and vision coverage to employees through programs which are administered by a third-party service agent. The City is self-insured for dental and vision coverage. The City's dental and vision liability is calculated based upon the historical lag between when a claim is incurred and the time it takes to be paid. Historically, 2 months of claims remain in the system at any given time. The City calculated the estimated incurred but not reported (IBNR) claims by averaging the yearly claims and multiplying by 2.

The City is a member of the Authority for California Cities Excess Liability (ACCEL), a joint powers authority, which provides general liability coverage up to $65,000,000 ultimate net loss per occurrence. The City retains the risk for the first $1,000,000 in losses for each occurrence under this policy.

ACCEL was established for the purpose of creating a risk management pool for California municipalities. ACCEL is governed by a Board of Directors consisting of representatives of its member cities. The board controls the operations of ACCEL, including selection of management and approval of the annual budget.

The City's deposits with ACCEL are calculated based on the ratio of the City's payroll to the total payrolls of all entities, the losses of all members and the City's experience rate. Actual surpluses or losses are shared according to a formula

NOTE 11 – RISK MANAGEMENT (Continued)

A. Coverage (Continued)

developed from overall loss costs and spread to member entities on a percentage basis after a retrospective rating.

During the fiscal year ended June 30, 2025, the City contributed $2,618,468 to ACCEL for current year coverage. ACCEL audited financial statements are available from Alliant Insurance Services at 560 Mission Street, Sixth Floor, San Francisco, California 94105.

B. Liability for Uninsured Claims

The City provides for the uninsured portion of claims and judgments in the Risk Management Internal Service Fund. Claims and judgments, including a provision for claims incurred but not reported, are recorded when a loss is deemed probable of assertion and the amount of the loss is reasonably determinable. As discussed above, the City has coverage for such claims, but it has retained the risk for the deductible or uninsured portion of these claims.

The City's liability for uninsured claims is limited to general liability claims, as discussed above, and was estimated by management based on the fact that claims must be filed with the City within 6 months of the claim's occurrence. Incurred but not reported (IBNR) claims are estimated by taking the previous 5 year's average claim experience for a year and multiplying by 0.5 (6 month/12 months).

Changes in the balances of claim liabilities during the past three years are as follows:

	Beginning of Year Liability	Current Year Claims & Changes in Estimates	Claim Payments	End of Year Liability	Due Within One Year
2022-23	$ 8,022,206	$ 1,445,135	$ (1,174,409)	$ 8,292,932	$ 2,107,818
2023-24	8,292,932	1,334,045	(724,400)	8,902,577	447,175
2024-25	8,902,577	7,260,781	(4,041,279)	12,122,079	938,697

NOTE 12 – CONTINGENT LIABILITIES AND COMMITMENTS

The City is subject to litigation arising in the normal course of business. In the opinion of the City Attorney, there is no pending litigation which is likely to have a material adverse effect on the financial position of the City.

At June 30, 2025, the City had made commitments of approximately $126.6 million for outstanding construction projects and open purchase orders.

The City participates in Federal and State grant programs. These programs are subject to audit by the City's independent accountants in accordance with the provisions of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Award (Uniform Guidance) and applicable State requirements. No material cost disallowances were proposed as a result of these audits; however, these programs are still subject to further examination by the grantors, and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

NOTE 13 – TRANSACTIONS WITH RELATED PARTIES

The related party transactions of the City are summarized as follows:

Other Related Party Transactions	Related Parties	Purpose	Amount for the Year Ended June 30, 2025
Downtown Visalians	City Council Member	Business tax surcharge (passthrough)	$ 182,969
Downtown Visalians	City Council Member	Security, cleaning services and misc.	53,368
Total			**236,337**
Downtown Visalia Property Owners Association	City Council Member	Property Based Improvement District (passthrough)	665,000
Downtown Visalia Property Owners Association	City Council Member	Parking fund revenue match	(41,917)
Total			**623,083**
Total Related Party Transactions			**$ 859,420**

NOTE 14 – LEASES RECEIVABLE

Some governmental and proprietary funds of the City lease property to others.

In the case of the governmental funds, such property includes buildings and land. The remaining terms of these arrangements range from 1 to 27 years with the calculated interest rates used ranging from .90% to 3.16% depending on the length of the lease. For the year ended June 30, 2025, the City's governmental funds recognized $328,321 in lease revenue and $55,854 in lease interest revenue.

For proprietary funds, leased property includes buildings, office space, and land. The remaining terms of these arrangements range from 1 to 33 years with the calculated interest rates used ranging from .90% to 2.63% depending on the length of the lease. For the year ended June 30, 2025, the City's proprietary funds recognized $474,973 in lease revenue and $97,196 in lease interest revenue.

A. Current Year Transactions and Balances

A summary of the changes in lease receivables for the fiscal year ended June 30, 2025 is as follows:

	Balance at June 30, 2024	Additions	Deletions	Balance at June 30, 2025	Due Within One Year	Due in More Than One Year
Governmental Lease Receivable Activities						
General Fund	$ 479,183	$ 51,572	$ (77,438)	$ 453,317	$ 83,556	$ 369,761
Golf Course	1,715,318	-	(63,109)	1,652,209	64,150	1,588,059
Parking District	137,893	-	(3,609)	134,284	3,867	130,417
Baseball	-	843,745	(280,959)	562,786	134,627	428,159
Total Governmental Activities	$ 2,332,394	$895,317	$ (425,115)	$ 2,802,596	$ 286,200	$ 2,516,396
Business-Type Lease Receivable Activities						
Transit	$ 84,984	$ 1,949	$ (62,475)	$ 24,458	$ 24,458	$ -
Airport	5,225,263	186,479	(384,339)	5,027,403	434,363	4,593,040
Total Business-Type Activities	$ 5,310,247	$188,428	$ (446,814)	$ 5,051,861	$ 458,821	$ 4,593,040

NOTE 14 – LEASES RECEIVABLE (Continued)

B. Scheduled Lease Receivables Due

Lease receivables due in the upcoming years are as follows:

For the Year Ending June 30,	Governmental Activities			Business-Type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2026	$ 286,200	$ 49,699	$ 335,899	$ 458,821	$ 72,008	$ 530,829
2027	262,204	43,426	305,630	347,642	66,661	414,303
2028	258,319	37,575	295,894	201,610	62,560	264,170
2029	264,266	31,627	295,893	198,315	59,555	257,870
2030	114,823	26,671	141,494	201,295	56,574	257,869
2031-2035	654,534	102,836	757,370	1,002,516	237,531	1,240,047
2036-2040	574,297	54,570	628,867	1,035,021	161,641	1,196,662
2041-2045	345,047	10,487	355,534	740,537	92,657	833,194
2046-2050	28,734	1,800	30,534	415,086	47,732	462,818
2051-2055	14,172	77	14,249	269,485	24,256	293,741
2056-2060	-	-	-	181,533	4,549	186,082
	$ 2,802,596	$ 358,768	$ 3,161,364	$ 5,051,861	$ 885,724	$ 5,937,585

C. Deferred Inflows of Resources – Leases

Lease revenue to be recognized in the upcoming years is as follows:

For the Year Ending June 30,	Governmental Activities	Business-Type Activities
	Deferred Inflows of Resources to be Recognized	Deferred Inflows of Resources to be Recognized
2026	$ 328,321	$ 467,198
2027	302,064	372,009
2028	292,649	220,039
2029	292,649	216,202
2030	211,768	214,284
2031-2035	639,950	1,025,992
2036-2040	470,665	986,554
2041-2045	246,955	673,601
2046-2050	23,243	364,216
2051-2055	10,847	224,749
2056-2060	-	142,372
	$ 2,819,111	$ 4,907,216

NOTE 15 – PLEDGED REVENUES

The City has pledged future tax increment revenues to repay bonds and a note issued by the former Redevelopment Agency (now the Successor Agency). These obligations are payable solely from the specified revenues and are not general obligations of the City. The total remaining principal and interest payments for this debt at June 30, 2025, is $1,125,171, payable through fiscal year 2028.

For the fiscal year ended June 30, 2025, total principal and interest paid was $426,054, and total pledged revenues recognized were $426,054. Details of the City's revenue pledges at June 30, 2025, are as follows:

Pledged Revenue / Debt Issue	Purpose	Pledged Revenue in FY 2025	Debt Service Paid in FY 2025 (P&I)	Remaining Debt Service (P&I)	Term of Pledge (Maturity)
Successor Agency - Private Purpose Trust Fund					
Tax Increment Revenue / 2003 Tax Allocation Bonds	Refunding of prior RDA debt	$244,938	$244,938	$490,406	2026
Tax Increment Revenue / 2004 Mooney District Note	Refinancing of prior RDA debt	$181,116	$181,116	$634,765	2028

NOTE 16 – SUBSEQUENT EVENTS

Litigation Settlement – On July 8, 2025, there was a final judgement in favor of the City in the amount of $2,433,205. However, the bankruptcy court proposed that $0.00 of the assets be paid to the City.

Management Review - Management has evaluated subsequent events through December 15, 2025, the date on which the financial statements were available to be issued. Other than the matter described above, there were no additional subsequent events requiring recognition or disclosure in the financial statements.

NOTE 17 – RESTATEMENTS AND ADJUSTMENTS

Change in Accounting Principle

In FY 2024-25, the City implemented new pronouncement GASB 101 Compensated Absences. The new pronouncement uniformed and defined the elements required in the compensated absence liability calculation retroactively.

The change in accounting principle affected the following line items in the prior year governmentwide statements: Net Position and Long-term Liabilities. As a result, the Net Position of governmental activities and business-type activities were overstated in prior year. In addition, the change in accounting principle affected the following line items in the prior year Internal Service and Enterprise Fund statements: Net Position and Long-term liabilities. As a result, Net Position was overstated in the prior year.

	July 1, 2024 As Previously Reported	Change in Accounting Principle	July 1, 2024 As Restated
Net Position: Governmentwide			
Governmental Activities	$ 715,672,024	$ (4,694,231)	$ 710,977,793
Business-Type Activities	458,182,170	(902,345)	457,279,825
Total Governmentwide	$ 1,173,854,194	$ (5,596,576)	$ 1,168,257,618

REQUIRED SUPPLEMENTARY INFORMATION

(Unaudited)

VISALIA

Budget and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The biennial budget adopted by the City Council provides for the general operation of the City. It includes proposed expenditures and the means of financing them.

2. The City Council approves total budgeted appropriations and any amendments to appropriations throughout the year. This "appropriated budget" covers substantially all City expenditures. There were no significant non-budgeted financial activities. Actual expenditures may not exceed budgeted appropriations at the fund level. The City Manager is authorized to make transfers of budget appropriations between classifications and activities within a fund.

3. Formal budgetary integration is employed as a management control device. Commitments for materials and services, such as purchase orders and contracts, are recorded during the year as encumbrances to assist in controlling expenditures. Appropriations, which are encumbered at year end, are added to the following year's budgeted appropriations.

4. Budgets are adopted on a basis substantially consistent with accounting principles generally accepted in the United States of America. Accordingly, actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items. No budgetary comparisons are presented for Proprietary Funds as the City is not legally required to adopt a budget for these types of funds.

5. Under Article XIIIB of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from the proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller, returned to the taxpayers through revised tax rates or revised fee schedules, or an excess in one year may be offset against a deficit in the following year. For the fiscal year ended June 30, 2025, based on calculations by City Management, proceeds of taxes did not exceed related appropriations. Further, Section 5 of Article XIIIB allows the City to designate a portion of fund balance for general contingencies, to be used in future years without limitation.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND
FOR THE YEAR ENDED JUNE 30, 2025

	Budgeted Amounts			
	Original	Final		Variance With
REVENUES	Budget	Budget	Actual	Final Budget
Taxes				
Sales	$ 47,350,600	$ 47,350,600	$ 48,662,242	$ 1,311,642
Property	34,137,500	34,137,500	37,080,901	2,943,401
Transient Occupancy	4,647,800	4,647,800	5,001,865	354,065
Franchise	4,088,000	4,088,000	3,232,921	(855,079)
Business License	3,473,300	3,473,300	3,340,082	(133,218)
Total Taxes	93,697,200	93,697,200	97,318,011	3,620,811
Subventions and Grants				
Police and Other	379,100	707,529	2,551,327	1,843,798
Motor Vehicle License In-Lieu	147,200	147,200	227,885	80,685
Total Subventions and Grants	526,300	854,729	2,779,212	1,924,483
License and Permits				
Other License and Permits	56,200	56,200	49,532	(6,668)
Total License and Permits	56,200	56,200	49,532	(6,668)
Fees and Fines				
Vehicle Code and Parking Violations	518,300	518,300	542,434	24,134
Local Ordinance Violations	634,400	634,400	783,206	148,806
Total Fees and Fines	1,152,700	1,152,700	1,325,640	172,940
Use of Money and Property				
Interest Earned	546,900	546,900	2,646,035	2,099,135
Rents and Concessions	414,600	414,600	415,487	887
Total Use of Money and Property	961,500	961,500	3,061,522	2,100,022
Charges for Services				
Engineering and Subdivision Fees	989,700	989,700	3,130,779	2,141,079
Zoning Fees	189,600	189,600	215,607	26,007
Special Public Safety Services	1,429,300	1,429,300	2,179,223	749,923
Recreation Programs	723,500	723,500	772,712	49,212
Total Charges for Services	3,332,100	3,332,100	6,298,321	2,966,221
Other Revenue	1,293,700	1,293,700	1,392,021	98,321
Total Revenues	101,019,700	101,348,129	112,224,259	10,876,130

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Budgeted Amounts			
EXPENDITURES	Original Budget	Final Budget	Actual	Variance With Final Budget
Current:				
General Government	$ 4,572,500	$ 4,576,781	$ 3,206,327	$ 1,370,454
Community Development	6,966,800	6,966,800	7,001,361	(34,561)
Public Safety:				
Fire	18,338,000	18,334,996	19,230,079	(895,083)
Police	42,133,400	42,225,601	44,038,681	(1,813,080)
Public Works	4,078,600	4,103,434	4,145,799	(42,365)
Parks & Recreation	9,519,400	9,556,166	8,790,090	766,076
Capital Outlay	4,592,200	9,672,158	8,685,603	986,555
Debt Service (Note 7)				
Principal	-	-	602,649	(602,649)
Interest and Fiscal Charges	-	-	42,899	(42,899)
Total Expenditures	90,200,900	95,435,936	95,743,488	(307,552)
Excess (Deficiency) of Revenues Over (Under) Expenditures	10,818,800	5,912,193	16,480,771	10,568,578
Other Financing Sources (Uses)				
Proceeds From Sale of Capital Assets	-	-	18,500	18,500
Subscription Assets Acquired	-	-	392,903	392,903
Issuance of Debt - Leases Acquired	-	-	15,953	15,953
Transfers In	-	-	23,300,634	23,300,634
Transfers Out	(6,347,500)	(6,347,500)	(12,700,990)	(6,353,490)
Total Other Financing Sources (Uses)	(6,347,500)	(6,347,500)	11,027,000	17,374,500
Net Change in Fund Balance	$ 4,471,300	$ (435,307)	27,507,771	$ 27,943,078
Fund Balances - Beginning of Year			59,096,010	
Fund Balances - End of Year			$ 86,603,781	

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - MEASURE N FUND
FOR THE YEAR ENDED JUNE 30, 2025

	Budgeted Amounts			
	Original	Final		Variance With
REVENUES	Budget	Budget	Actual	Final Budget
Taxes				
Sales	$ 18,123,700	$ 18,123,700	$ 18,733,236	$ 609,536
Total Taxes	18,123,700	18,123,700	18,733,236	609,536
Subventions and Grants				
Police and Other	-	-	41,811	41,811
Total Subventions and Grants	-	-	41,811	41,811
Use of Money and Property				
Interest Earned	380,000	380,000	2,113,021	1,733,021
Total Use of Money and Property	380,000	380,000	2,113,021	1,733,021
Charges for Current Services	-	-	-	-
Other Revenue	400	400	41,563	41,163
Total Revenues	18,504,100	18,504,100	20,929,631	2,425,531
EXPENDITURES				
Current:				
General Government	260,400	260,400	228,496	31,904
Public Safety:				
Fire	1,747,600	1,747,600	1,802,954	(55,354)
Police	7,472,200	7,472,200	7,047,496	424,704
Parks & Recreation	986,400	995,047	888,720	106,327
Capital Outlay	5,338,900	7,401,343	5,104,444	2,296,899
Debt Service (Note 7)				
Debt Service-Principal	-	-	309,507	(309,507)
Debt Service-Interest	-	-	28,855	(28,855)
Total Expenditures	15,805,500	17,876,590	15,410,472	2,466,118
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,698,600	627,510	5,519,159	4,891,649
Other Financing Sources				
Transfers In	-	-	24,082	24,082
Transfers Out	-	-	(242,500)	(242,500)
Total Other Financing Sources	-	-	(218,418)	(218,418)
Net Change in Fund Balance	$ 2,698,600	$ 627,510	5,300,741	$ 4,673,231
Fund Balances - Beginning of Year			36,900,255	
Fund Balance - End of Year			$ 42,200,996	

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - AMERICAN RESCUE PLAN FUND
FOR THE YEAR ENDED JUNE 30, 2025

	Original and Final Budget	Actual	Variance With Final Budget
Revenues			
Subventions and Grants	$ -	$ 21,936,281	$ 21,936,281
Uses of Money and Property	-	662,830	662,830
Miscellaneous	-	302	302
Total Revenues	-	22,599,413	22,599,413
Expenditures			
Current:			
Capital Outlay	1,308,729	1,308,729	-
Total Expenditures	1,308,729	1,308,729	-
Excess (Deficiency) of Revenue Over (Under) Expenditures	(1,308,729)	21,290,684	22,599,413
Other Financing Sources (Uses)			
Transfers Out	-	(23,112,970)	23,112,970
Total Other Financing Sources	-	(23,112,970)	23,112,970
Net Changes in Fund Balance	$ (1,308,729)	(1,822,286)	$ 45,712,383
Fund Balance - Beginning of Year		1,822,286	
Fund Balance - End of Year		$ -	

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED:

Miscellaneous Plan

Measurement Period	2023-24	2022-23	2021-22	2020-21	2019-20
TOTAL PENSION LIABILITY					
Service Cost	$ 5,625,448	$ 5,014,272	$ 4,868,837	$ 4,395,969	$ 4,403,664
Interest	19,930,729	18,923,125	17,957,207	17,627,181	16,958,814
Changes of Benefit Terms	-	337,776	-	-	-
Difference Between Expected and Actual Experience	4,376,782	4,073,370	(4,315,154)	(88,959)	(1,366,753)
Changes of Assumptions	-	-	8,329,382	-	-
Benefit Payments, Including Refunds of Employee Contributions	(14,412,320)	(13,621,273)	(13,000,942)	(12,115,961)	(11,727,761)
Net Change in Total Pension Liability	**15,520,639**	**14,727,270**	**13,839,330**	**9,818,230**	**8,267,964**
Total Pension Liability - Beginning	**288,867,800**	**274,140,530**	**260,301,200**	**250,482,970**	**242,215,006**
Total Pension Liability - Ending (a)	**$ 304,388,439**	**$ 288,867,800**	**$ 274,140,530**	**$ 260,301,200**	**$ 250,482,970**
PLAN FIDUCIARY NET POSITION					
Contributions - Employer	$ 9,239,433	$ 9,200,531	$ 8,224,129	$ 7,688,208	$ 7,072,583
Contributions - Employee	2,474,111	2,280,204	1,923,874	1,897,359	1,918,767
Net Investment Income	19,272,982	11,991,455	(16,135,131)	39,751,521	8,526,757
Benefit Payments, Including Refunds of Employee Contributions	(14,412,320)	(13,621,273)	(13,000,942)	(12,115,961)	(11,727,761)
Net Plan to Plan Resource Movement	-	-	-	-	-
Administrative Expense	(165,018)	(141,990)	(132,195)	(174,979)	(239,113)
Other Miscellaneous Income/(Expense)[1]	-	-	-	-	-
Net Change in Fiduciary Net Position	**16,409,188**	**9,708,927**	**(19,120,265)**	**37,046,148**	**5,551,233**
Plan Fiduciary Net Position - Beginning[2]	**202,799,265**	**193,090,338**	**212,210,603**	**175,164,455**	**169,613,222**
Plan Fiduciary Net Position - Ending (b)	**$ 219,208,453**	**$ 202,799,265**	**$ 193,090,338**	**$ 212,210,603**	**$ 175,164,455**
PLAN NET PENSION LIABILITY/(ASSET) - ENDING (a)-(b)	**$ 85,179,986**	**$ 86,068,535**	**$ 81,050,192**	**$ 48,090,597**	**$ 75,318,515**
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	**72.02%**	**70.20%**	**70.43%**	**81.53%**	**69.93%**
Covered Payroll [3]	**$ 30,506,769**	**$ 26,488,495**	**$ 25,571,621**	**$ 25,483,876**	**$ 25,250,366**
Plan Net Pension Liability/(Asset) as a Percentage of Covered Payroll	**279.22%**	**324.93%**	**316.95%**	**188.71%**	**298.29%**

[1] During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

[2] Includes any begining of year adjustments.

[3] Includes one year's payroll growth using 2.80 percent payroll growth assumption for fiscal years ended June 30, 2022 through 2024; 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-21; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule:

Changes of Benefit Terms: The figures above generally include any liability impact that may have resulted from voluntary benefit changes that occurred on or before the Measurement Date. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the Valuation Date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

Changes of Assumptions: There were no assumption changes in 2023 or 2024. Effective with the June 30, 2021 valuation date (June 30, 2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. In addition, demographic assumptions and the price inflation assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The accounting discount rate was 7.15% for measurment dates June 30, 2017 through June 30, 2021, and 7.65% for measurment dates June 30, 2015 through June 30, 2016.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED:

Miscellaneous Plan

Measurement Period	2018-19	2017-18	2016-17	2015-16	2014-15
TOTAL PENSION LIABILITY					
Service Cost	$ 4,255,037	$ 4,192,969	$ 4,245,437	$ 3,786,783	$ 3,692,092
Interest	16,380,941	15,535,179	14,997,055	14,571,322	13,839,466
Changes of Benefit Terms	-	-	-	-	-
Difference Between Expected and Actual Experience	2,525,650	(286,874)	(2,890,524)	431,303	(307,086)
Changes of Assumptions	-	(1,586,819)	12,685,479	-	(3,447,570)
Benefit Payments, Including Refunds of Employee Contributions	(10,795,043)	(10,116,949)	(9,515,763)	(8,700,574)	(8,186,347)
Net Change in Total Pension Liability	**12,366,585**	**7,737,506**	**19,521,684**	**10,088,834**	**5,590,555**
Total Pension Liability - Beginning	**229,848,421**	**222,110,915**	**202,589,231**	**192,500,397**	**186,909,842**
Total Pension Liability - Ending (a)	**$ 242,215,006**	**$ 229,848,421**	**$ 222,110,915**	**$ 202,589,231**	**$ 192,500,397**
PLAN FIDUCIARY NET POSITION					
Contributions - Employer	$ 6,219,874	$ 5,482,359	$ 5,129,632	$ 4,678,278	$ 4,077,411
Contributions - Employee	1,845,020	1,850,278	1,781,007	1,733,983	1,747,629
Net Investment Income	10,604,879	12,914,267	15,518,122	742,388	3,174,848
Benefit Payments, Including Refunds of Employee Contributions	(10,795,043)	(10,116,949)	(9,515,763)	(8,700,574)	(8,186,347)
Net Plan to Plan Resource Movement	-	(376)	-	-	-
Administrative Expense	(115,502)	(237,501)	(206,266)	(86,138)	(159,136)
Other Miscellaneous Income/(Expense)[1]	376	(451,018)	-	-	-
Net Change in Fiduciary Net Position	**7,759,604**	**9,441,060**	**12,706,732**	**(1,632,063)**	**654,405**
Plan Fiduciary Net Position - Beginning[2]	**161,853,618**	**152,412,558**	**139,705,826**	**141,337,889**	**140,683,484**
Plan Fiduciary Net Position - Ending (b)	**$ 169,613,222**	**$ 161,853,618**	**$ 152,412,558**	**$ 139,705,826**	**$ 141,337,889**
PLAN NET PENSION LIABILITY/(ASSET) - ENDING (a)-(b)	**$ 72,601,784**	**$ 67,994,803**	**$ 69,698,357**	**$ 62,883,405**	**$ 51,162,508**
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	**70.03%**	**70.42%**	**68.62%**	**68.96%**	**73.42%**
Covered Payroll [3]	**$ 23,916,793**	**$ 23,303,337**	**$ 22,840,895**	**$ 22,218,995**	**$ 21,309,546**
Plan Net Pension Liability/(Asset) as a Percentage of Covered Payroll	**303.56%**	**291.78%**	**305.15%**	**283.02%**	**240.09%**

[1] During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

[2] Includes any begining of year adjustments.

[3] Includes one year's payroll growth using 2.80 percent payroll growth assumption for fiscal years ended June 30, 2022 through 2024; 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-21; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule:

Changes of Benefit Terms: The figures above generally include any liability impact that may have resulted from voluntary benefit changes that occurred on or before the Measurement Date. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the Valuation Date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

Changes of Assumptions: There were no assumption changes in 2023 or 2024. Effective with the June 30, 2021 valuation date (June 30, 2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. In addition, demographic assumptions and the price inflation assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The accounting discount rate was 7.15% for measurment dates June 30, 2017 through June 30, 2021, and 7.65% for measurment dates June 30, 2015 through June 30, 2016.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED:

Safety Plan

Measurement Period	2023-24	2022-23	2021-22	2020-21	2019-20
TOTAL PENSION LIABILITY					
Service Cost	$ 7,965,287	$ 7,341,173	$ 7,271,834	$ 6,473,248	$ 6,324,588
Interest	21,904,771	20,534,740	19,359,561	18,396,919	17,437,680
Changes of Benefit Terms	-	142,088	-	-	-
Difference Between Expected and Actual Experience	5,194,048	2,691,739	(2,751,520)	403,302	(1,240,319)
Changes of Assumptions	-	-	12,387,796	-	-
Benefit Payments, Including Refunds of Employee Contributions	(14,160,274)	(12,892,726)	(12,043,905)	(11,219,989)	(10,427,951)
Net Change in Total Pension Liability	**20,903,832**	**17,817,014**	**24,223,766**	**14,053,480**	**12,093,998**
Total Pension Liability - Beginning	**315,363,893**	**297,546,879**	**273,323,113**	**259,269,633**	**247,175,635**
Total Pension Liability - Ending (a)	**$ 336,267,725**	**$ 315,363,893**	**$ 297,546,879**	**$ 273,323,113**	**$ 259,269,633**
PLAN FIDUCIARY NET POSITION					
Contributions - Employer	$ 11,207,408	$ 11,407,444	$ 10,480,584	$ 10,044,602	$ 8,928,558
Contributions - Employee	2,963,630	2,809,328	2,430,715	2,349,763	2,142,637
Net Investment Income	22,726,236	13,860,541	(18,360,033)	44,537,546	9,341,900
Benefit Payments, Including Refunds of Employee Contributions	(14,160,274)	(12,892,726)	(12,043,905)	(11,219,989)	(10,427,951)
Net Plan to Plan Resource Movement	-	-	-	-	-
Administrative Expense	(193,002)	(163,372)	(149,387)	(194,086)	(260,195)
Other Miscellaneous Income/(Expense)[1]	-	-	-	-	-
Net Change in Fiduciary Net Position	**22,543,998**	**15,021,215**	**(17,642,026)**	**45,517,836**	**9,724,949**
Plan Fiduciary Net Position - Beginning[2]	**237,189,206**	**222,167,991**	**239,810,017**	**194,292,181**	**184,567,232**
Plan Fiduciary Net Position - Ending (b)	**$ 259,733,204**	**$ 237,189,206**	**$ 222,167,991**	**$ 239,810,017**	**$ 194,292,181**
PLAN NET PENSION LIABILITY/(ASSET) - ENDING (a)-(b)	**$ 76,534,521**	**$ 78,174,687**	**$ 75,378,888**	**$ 33,513,096**	**$ 64,977,452**
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	**77.24%**	**75.21%**	**74.67%**	**87.74%**	**74.94%**
Covered Payroll [3]	**$ 25,254,555**	**$ 23,013,081**	**$ 22,374,873**	**$ 21,898,673**	**$ 21,060,898**
Plan Net Pension Liability/(Asset) as a Percentage of Covered Payroll	**303.05%**	**339.70%**	**336.89%**	**153.04%**	**308.52%**

[1] During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

[2] Includes any begining of year adjustments.

[3] Includes one year's payroll growth using 2.80 percent payroll growth assumption for fiscal years ended June 30, 2022 through 2024; 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-21; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule:

Changes of Benefit Terms: The figures above generally include any liability impact that may have resulted from voluntary benefit changes that occurred on or before the Measurement Date. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the Valuation Date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

Changes of Assumptions: There were no assumption changes in 2023 or 2024. Effective with the June 30, 2021 valuation date (June 30, 2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. In addition, demographic assumptions and the price inflation assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The accounting discount rate was 7.15% for measurment dates June 30, 2017 through June 30, 2021, and 7.65% for measurment dates June 30, 2015 through June 30, 2016.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED:

Safety Plan

Measurement Period	2018-19	2017-18	2016-17	2015-16	2014-15
TOTAL PENSION LIABILITY					
Service Cost	$ 6,222,413	$ 5,995,204	$ 5,853,759	$ 5,349,411	$ 5,222,479
Interest	16,600,696	15,464,636	14,715,002	14,186,919	13,269,691
Changes of Benefit Terms	-	-	-	-	-
Difference Between Expected and Actual Experience	3,326,073	(517,263)	(4,891,206)	807,923	(373,500)
Changes of Assumptions	-	(1,321,124)	13,266,074	-	(3,509,871)
Benefit Payments, Including Refunds of Employee Contributions	(9,427,686)	(8,593,404)	(8,040,046)	(7,578,069)	(7,169,237)
Net Change in Total Pension Liability	**16,721,496**	**11,028,049**	**20,903,583**	**12,766,184**	**7,439,562**
Total Pension Liability - Beginning	**230,454,139**	**219,426,090**	**198,522,507**	**185,756,323**	**178,316,761**
Total Pension Liability - Ending (a)	**$ 247,175,635**	**$ 230,454,139**	**$ 219,426,090**	**$ 198,522,507**	**$ 185,756,323**
PLAN FIDUCIARY NET POSITION					
Contributions - Employer	$ 8,085,201	$ 7,221,051	$ 6,623,640	$ 6,259,154	$ 5,610,391
Contributions - Employee	2,172,900	1,924,202	1,846,297	1,750,054	1,805,168
Net Investment Income	11,443,404	13,555,587	15,911,405	717,302	3,141,564
Benefit Payments, Including Refunds of Employee Contributions	(9,427,686)	(8,593,404)	(8,040,046)	(7,578,069)	(7,169,237)
Net Plan to Plan Resource Movement	-	(400)	-	(9,962)	-
Administrative Expense	(123,040)	(247,809)	(210,978)	(86,447)	(159,587)
Other Miscellaneous Income/(Expense)[1]	400	(470,593)	-	-	-
Net Change in Fiduciary Net Position	**12,151,179**	**13,388,634**	**16,130,318**	**1,052,032**	**3,228,299**
Plan Fiduciary Net Position - Beginning[2]	**172,416,053**	**159,027,419**	**142,897,101**	**141,845,069**	**138,616,770**
Plan Fiduciary Net Position - Ending (b)	**$ 184,567,232**	**$ 172,416,053**	**$ 159,027,419**	**$ 142,897,101**	**$ 141,845,069**
PLAN NET PENSION LIABILITY/(ASSET) - ENDING (a)-(b)	**$ 62,608,403**	**$ 58,038,086**	**$ 60,398,671**	**$ 55,625,406**	**$ 43,911,254**
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	**74.67%**	**74.82%**	**72.47%**	**71.98%**	**76.36%**
Covered Payroll [3]	**$ 20,360,634**	**$ 19,541,081**	**$ 18,777,695**	**$ 19,201,043**	**$ 18,560,232**
Plan Net Pension Liability/(Asset) as a Percentage of Covered Payroll	**307.50%**	**297.01%**	**321.65%**	**289.70%**	**236.59%**

[1] During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

[2] Includes any begining of year adjustments.

[3] Includes one year's payroll growth using 2.80 percent payroll growth assumption for fiscal years ended June 30, 2022 through 2024; 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-21; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule:

Changes of Benefit Terms: The figures above generally include any liability impact that may have resulted from voluntary benefit changes that occurred on or before the Measurement Date. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the Valuation Date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

Changes of Assumptions: There were no assumption changes in 2023 or 2024. Effective with the June 30, 2021 valuation date (June 30, 2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. In addition, demographic assumptions and the price inflation assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The accounting discount rate was 7.15% for measurment dates June 30, 2017 through June 30, 2021, and 7.65% for measurment dates June 30, 2015 through June 30, 2016.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED:

Miscellaneous Plan

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in Relation to the ADC	Contribution Deficiency (Excess)	Covered Payroll[1]	Contributions as a Percentage of Covered Payroll
2024-25	$ 10,620,001	$ (10,620,001)	$ -	$ 35,030,996	30.32%
2023-24	9,239,433	(9,239,433)	-	30,506,769	30.29%
2022-23	9,200,531	(9,200,531)	-	26,488,495	34.73%
2021-22	8,224,129	(8,224,129)	-	25,571,621	32.16%
2020-21	7,688,208	(7,688,208)	-	25,483,876	30.17%
2019-20	7,072,583	(7,072,583)	-	25,250,366	28.01%
2018-19	6,219,874	(6,219,874)	-	23,916,793	26.01%
2017-18	5,482,359	(5,482,359)	-	23,303,337	23.53%
2016-17	5,129,632	(5,129,632)	-	22,840,895	22.46%
2015-16	4,678,278	(4,678,278)	-	22,218,995	21.06%
2014-15	4,077,411	(4,077,411)	-	21,309,546	19.13%
2013-14	3,947,176	(3,947,176)	-	20,653,520	19.11%

Safety Plan

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in Relation to the ADC	Contribution Deficiency (Excess)	Covered Payroll[1]	Contributions as a Percentage of Covered Payroll
2024-25	$ 12,576,668	$ (12,576,668)	$ -	$ 29,192,371	43.08%
2023-24	11,207,408	(11,207,408)	-	25,254,555	44.38%
2022-23	11,407,444	(11,407,444)	-	23,013,081	49.57%
2021-22	10,480,454	(10,480,454)	-	22,374,873	46.84%
2020-21	10,044,602	(10,044,602)	-	21,898,673	45.87%
2019-20	8,928,558	(8,928,558)	-	21,060,898	42.39%
2018-19	8,085,201	(8,085,201)	-	20,360,634	39.71%
2017-18	7,221,051	(7,221,051)	-	19,541,081	36.95%
2016-17	6,623,640	(6,623,640)	-	18,777,695	35.27%
2015-16	6,259,154	(6,259,154)	-	19,201,043	32.60%
2014-15	5,610,391	(5,610,391)	-	18,560,232	30.23%
2013-14	5,703,922	(5,703,922)	-	17,363,328	32.85%

[1] Fiscal year ended June 30, 2025 covered payroll is based on PERSable income during fiscal year 2024-25. Includes one year's payroll growth using 2.80 percent payroll growth assumption for fiscal year ended June 30, 2022 through 2024; 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-21; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2023-24 were derived from the June 30, 2021 funding valuation report.

Actuarial Cost Method	Entry Age Actuarial Cost Method.
Amortization Method/Period	For details, see June 30, 2021 Funding Valuation Report.
Asset Valuation Method	Fair Value of Assets. For details, see June 30, 2021 Funding Valuation Report.
Inflation	2.30%
Salary Increases	Varies by Entry Age and Service.
Payroll Growth	2.80%
Investment Rate of Return	6.80% Net of Pension Plan Investment and Administrative Expenses; includes Inflation.
Retirement Age	The probabilities of Retirement are based on the 2021 CalPERS Experience Study and Review of Actuarial Assumptions.
Mortality	The probabilities of mortality are based on the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. Mortality rates incorporate full generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries.

Other information:
For changes to previous years' information, refer to past GASB 68 reports.

SUPPLEMENTARY INFORMATION

VISALIA

CITY OF VISALIA
SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - TRANSPORTATION - CAPITAL PROJECT FUND
FOR THE YEAR ENDED JUNE 30, 2025

	Budgeted Amounts			
	Original Budget	Final Budget	Actual	Variance With Final Budget
Revenues				
Fees and Fines	$ 5,345,500	$ 5,345,500	$ 7,248,428	$ 1,902,928
Uses of Money and Property	302,100	302,100	1,985,126	1,683,026
Miscellaneous	-	-	501,720	501,720
Total Revenues	5,647,600	5,647,600	9,735,274	4,087,674
Expenditures				
Current:				
Public Works	46,800	46,800	63,393	(16,593)
Capital Outlay	4,726,100	5,763,077	5,077,804	685,273
Total Expenditures	4,772,900	5,809,877	5,141,197	668,680
Excess (Deficiency) of Revenue Over (Under) Expenditures	874,700	(162,277)	4,594,077	4,756,354
Net Changes in Fund Balance	$ 874,700	$ (162,277)	4,594,077	$ 4,756,354
Fund Balance - Beginning of Year			31,443,342	
Fund Balance - End of Year			$ 36,037,419	

CITY OF VISALIA
SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - CIVIC CENTER - CAPITAL PROJECT FUND
FOR THE YEAR ENDED JUNE 30, 2025

	Original and Final Budget	Actual	Variance With Final Budget
Revenues			
Uses of Money and Property	$ -	$ 4,291,442	$ 4,291,442
Miscellaneous	-	26	26
Total Revenues	-	4,291,468	4,291,468
Expenditures			
Current:			
General Government	-	35,794	(35,794)
Capital Outlay	4,794,178	4,794,134	44
Total Expenditures	4,794,178	4,829,928	(35,750)
Excess (Deficiency) of Revenue Over (Under) Expenditures	(4,794,178)	(538,460)	4,255,718
Net Changes in Fund Balance	$ (4,794,178)	(538,460)	$ 4,255,718
Fund Balance - Beginning of Year		74,101,431	
Fund Balance - End of Year		$ 73,562,971	

NON- MAJOR GOVERNMENTAL FUNDS

VISALIA

SPECIAL REVENUE FUNDS

WATERWAYS
Established to account for the acquisition and landscaping of development buffers along designated waterways. This is funded by monthly rates and development impact fees.

GROUNDWATER RECHARGE
Established to account for the costs of recharging the City's underground water system. The funding is provided by monthly rates and development fees.

KAWEAH LAKE AND LOCAL STORMWATER MAINTENANCE
Established to account for the costs of adding to the water holding capacity of Lake Kaweah (a source of the City's water) and was expanded to include the maintenance of local storm channels by a successful ballot election that concluded on March 18, 2013. The funding is provided by monthly rates and development fees.

SPECIAL SERVICE DISTRICTS
Established to account for the maintenance of landscape districts throughout the City. Revenue is collected from fees charged to property owners in the districts.

NORTHEAST AREA
Funded by fees collected on Northeast properties at the time of building permit issuance; monies can only be used for improvements specified in the Northeast Area Master Plan.

GRANT & LOAN FUNDS
Established to account for various funds receiving federal funding. Also established to account for the loans given to the City for low- and moderate-income housing assistance by the California Housing Finance Agency. Federal funding received provides for such activities as community policing, bicycle, and foot patrol in business districts in the City of Visalia.

NARCOTICS FORFEITURE
Established to account for money received from narcotics seizures of cash and property as authorized by the Health and Safety Code. Monies deposited in this fund are invested until a court determines whether the money must be returned to the previous owner, or the funds are forfeited to the City which may use the seized funds for the recovery of narcotics law enforcement costs associated with the seized funds.

MEASURE T – POLICE
Established to account for increased Police operational and capital expenditures. Financing is provided by 60% of the ¼ cent sales tax ballot measure (T) approved by voters during the March 2, 2004, primary election. No sales tax funds can replace General Fund dollars budgeted for normal operations at the previous years' service level unless the City Council declares an economic emergency by a 4/5^{ths} vote.

MEASURE T – FIRE
Established to account for increased Fire operational and capital expenditures. Financing is provided by 40% of the ¼ cent sales tax ballot measure (T) approved by voters during the March 2, 2004, primary election. No sales tax funds can replace General Fund dollars budgeted for normal operations at the previous years' service level unless the City Council declares an economic emergency by a 4/5^{ths} vote.

MEASURE R – LOCAL
Established to account for the costs of specific local transportation projects and for its funding from a ¼ cent sales tax ballot measure (R) approved by the voters.

MEASURE R – REGIONAL
Established to account for the costs of specific transportation projects and for its funding from a ¼ cent sales tax ballot measure (R) approved by the voters for regional, transit, bike and pedestrian projects.

TRANSPORTATION GRANTS
Established to account for the financing and construction of streets, roads, and various transportation infrastructure and facilities. Funding is provided by ¼ cent of the 7 ¼ cent retail sales tax collected statewide and by Proposition 1B funds for streets and transit.

GOLF COURSE
Established to account for the major repairs to buildings and equipment (ie heating/cooling equipment) located at the Golf Course. Revenue is collected through the lease of the Golf Course to Valley Oaks Golf, LLC.

CASP PROGRAM (Certified Access Specialist)
Established to account for the additional $1 assessed to all business licenses as required by the State of California Senate Bill (SB) 1186. SB 1186 adds new rules and protections for business owners related to access compliance requirements set forth under the ADA, the California Building Code, and SB 1608.

OAK TREE PRESERVATION
Established to account for the activity of oak tree preservation and maintenance throughout the City. Revenue is collected from fees charged to property owners for removal of Oak Trees.

CONSERVATION
Established for energy conservation projects throughout the City. Revenue is collected from grants, reimbursements and incentives.

POLICE UNCLAIMED FUNDS
Established to track and account for money that is found or seized and no longer required as evidence and remains unclaimed after three years. If the money remains unclaimed the money becomes the property of the City. This fund should not be confused with Narcotics Forfeiture Funds.

HOUSING & COMMUNITY GRANTS
The Housing & Community Grants Fund is used to account for the affordable housing and public service needs of the City's low- and moderate-income households. Financing is provided by Community Development Block Grants (CDBG), the Home Investment Partnership Program (HOME), Neighborhood Stabilization Program (NSP), ERF Encampment Resolution, HomeKey, Permanent Local Housing Allocation and fines charged for substandard housing and abandoned vehicle abatement. Also, within the CDBG, HOME and NSP programs, when money that was previously loaned out is paid back, it again becomes available for use in the rehabilitation and development programs.

HOUSING SUCCESSOR AGENCY
The Housing Successor Agency Fund is used to retain the housing assets and functions previously performed by the dissolved Redevelopment Agency of the City of Visalia.

DEBT SERVICE FUNDS

VPFA 2014 REFUNDING CERTIFICATES OF PARTICIPATION
Established to account for the payment of the VPFA 2014 Refunding Certificates of Participation**.**

2015 CERTIFICATES OF PARTICIPATION
Established to account for the payment of the 2015 Certificates of Participation.

CAPITAL PROJECTS FUNDS

SOFTBALL FACILITY DEVELOPMENT
Established to account for the financing and improvement and/or development of a community softball facility. Financing is provided from fees charged to existing softball facility users specifically for future development or improvement.

HIGHWAY USERS
Established to account for the construction and improvement of streets and roads. Financing is provided by grant funds received from state sale taxes on gasoline.

RECREATIONAL FACILITIES
Established to account for the acquisition and development of park and open space. Financing is provided by fees paid by developers in lieu of providing parks and open space.

STORM SEWER CONSTRUCTION
Established to account for the acquisition and installation of storm drain systems. Financing is provided by a specific storm sewer fee charged for new developments.

PUBLIC SAFETY IMPACT FEE
Established to defray the costs of public safety facilities needed as a result of new development projects. Funding is provided by fees charged to new developments.

GOVERNMENT FACILITIES IMPACT FEE
Established to defray the cost of public facilities (i.e., Civic Center, Corporation Yard, and Library) needed as a result of new development projects. Funding is provided by fees charged to new developments.

PARKING DISTRICT
Established to account for acquisition and development of downtown parking facilities. Funding is provided by a specific fee charged for new development and expanded uses within the central business district. Therefore, it is not governed by a formal budget and its financial presentation reflects changes in assets and liabilities as well as the flow of resources.

FACILITY IMPROVEMENTS
Established to account for the maintenance and improvements to City facilities.

REGIONAL PARKS
Established to account for the construction of regional parks.

VEHICLE MILES TRAVELED IMPACT FEE
Established to account for the financing and development of active transportation projects that are multi-modal and reduce vehicle miles traveled. Projects can include trails, bike lanes, sidewalks, and transit. Funding is provided by a fee charged to projects whose Vehicles Miles Traveled (VMT) falls below the City's established VMT threshold, and required to mitigate impacts.

ANIMAL CONTROL RESERVE
Established to account for the construction of the Animal Control Facility.

BASEBALL
Established to account for the maintenance and improvements to the baseball facility.

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS
JUNE 30, 2025

	SPECIAL REVENUE FUNDS			
	Waterways	Groundwater Recharge	Kaweah Lake and Local Storm Water Maintenance	Special Service Districts
ASSETS				
Cash and Investments	$ 5,162,565	$ 2,329,918	$ 943,156	$ 19,668,599
Restricted Cash and Investments:				
Cash Held by Trustee	-	-	-	-
Cash Held by City	-	-	-	-
Accounts Receivable	87,715	142,872	56,409	-
Lease Receivable	-	-	-	-
Taxes Receivable	-	1,619	-	139,499
Notes and Loans Receivable	147,093	-	-	-
Due from Other Governmental Units	-	-	-	-
Prepaids and Deposits	-	-	-	-
Total Assets	$ 5,397,373	$ 2,474,409	$ 999,565	$ 19,808,098
LIABILITIES				
Accounts, Interest and Contracts Payable	$ 5,064	$ 3,958	$ -	$ 397,150
Due to Other Funds	35,198	-	-	-
Advance from Other Funds	-	-	-	1,226,278
Customer Deposits	-	-	-	-
Unearned Revenue	-	11,429	-	-
Total Liabilities	40,262	15,387	-	1,623,428
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue - Grants	-	-	-	-
Unavailable Revenue - Impact Fees	42,729	-	-	-
Leases	-	-	-	-
Total Deferred Inflows of Resources	42,729	-	-	-
FUND BALANCES				
Restricted	5,314,382	2,459,022	999,565	18,184,670
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned (Deficit)	-	-	-	-
Total Fund Balances (Deficit)	5,314,382	2,459,022	999,565	18,184,670
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 5,397,373	$ 2,474,409	$ 999,565	$ 19,808,098

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS (Continued)
JUNE 30, 2025

	SPECIAL REVENUE FUNDS			
	Northeast Area	Grant & Loan Funds	Narcotics Forfeiture	Measure T Police
ASSETS				
Cash and Investments	$ 939,520	$ -	$ 704,604	$ 9,987,772
Restricted Cash and Investments:				
Cash Held by Trustee	-	-	-	-
Cash Held by City	-	-	-	-
Accounts Receivable	1,722	212	-	1,481
Lease Receivable	-	-	-	-
Taxes Receivable	-	-	-	961,164
Notes and Loans Receivable	-	-	-	-
Due from Other Governmental Units	-	-	-	-
Prepaids and Deposits	-	-	-	-
Total Assets	$ 941,242	$ 212	$ 704,604	$ 10,950,417
LIABILITIES				
Accounts, Interest and Contracts Payable	$ -	$ 129	$ 124,072	$ 1,498
Due to Other Funds	-	26,218	-	
Advance from Other Funds	-	-	-	-
Customer Deposits	-	-	197,552	-
Unearned Revenue	-	-	338,315	-
Total Liabilities	-	26,347	659,939	1,498
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue - Grants	-	-	-	-
Unavailable Revenue - Impact Fees	1,722	-	-	-
Leases	-	-	-	-
Total Deferred Inflows of Resources	1,722	-	-	-
FUND BALANCES				
Restricted	939,520	-	44,665	10,948,919
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned (Deficit)	-	(26,135)	-	-
Total Fund Balances (Deficit)	939,520	(26,135)	44,665	10,948,919
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 941,242	$ 212	$ 704,604	$ 10,950,417

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS (Continued)
JUNE 30, 2025

	SPECIAL REVENUE FUNDS			
	Measure T Fire	Measure R Local	Measure R Regional	Transportation Grants
ASSETS				
Cash and Investments	$ 7,506,067	$ 20,068,908	$ -	$ 4,123,585
Restricted Cash and Investments:				
Cash Held by Trustee	-	-	-	-
Cash Held by City	-	-	-	-
Accounts Receivable	1,295	-	-	-
Lease Receivable	-	-	-	-
Taxes Receivable	640,776	495,396	3,629,939	-
Notes and Loans Receivable	-	-	-	-
Due from Other Governmental Units	5,708	-	-	653,957
Prepaids and Deposits	-	-	-	-
Total Assets	$ 8,153,846	$ 20,564,304	$ 3,629,939	$ 4,777,542
LIABILITIES				
Accounts, Interest and Contracts Payable	$ 7,328	$ 1,187,624	$ 2,966,144	$ 2,187,801
Due to Other Funds	-	-	-	-
Advance from Other Funds	-	-	721,820	-
Customer Deposits	-	-	-	-
Unearned Revenue	-	-	-	-
Total Liabilities	7,328	1,187,624	3,687,964	2,187,801
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue - Grants	-	-	-	-
Unavailable Revenue - Impact Fees	-	-	-	-
Leases	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCES				
Restricted	8,146,518	19,376,680	-	2,589,741
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned (Deficit)	-	-	(58,025)	-
Total Fund Balances (Deficit)	8,146,518	19,376,680	(58,025)	2,589,741
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 8,153,846	$ 20,564,304	$ 3,629,939	$ 4,777,542

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS (Continued)
JUNE 30, 2025

	SPECIAL REVENUE FUNDS			
	Golf Course	CASP Program	Oak Tree Preservation	Conservation
ASSETS				
Cash and Investments	$ 947,424	$ 746,707	$ 238,009	$ 270,283
Restricted Cash and Investments:				
Cash Held by Trustee	-	-	-	-
Cash Held by City	-	-	-	-
Accounts Receivable	7,500	17,326	-	-
Lease Receivable	1,652,209	-	-	-
Taxes Receivable	-	-	-	-
Notes and Loans Receivable	-	-	-	-
Due from Other Governmental Units	-	-	-	-
Prepaids and Deposits	-	4	-	-
Total Assets	$ 2,607,133	$ 764,037	$ 238,009	$ 270,283
LIABILITIES				
Accounts, Interest and Contracts Payable	$ 92	$ 4,501	$ -	$ -
Due to Other Funds	-	-	-	-
Advance from Other Funds	-	-	-	-
Customer Deposits	-	-	-	-
Unearned Revenue	-	-	-	-
Total Liabilities	92	4,501	-	-
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue - Grants	-	-	-	-
Unavailable Revenue - Impact Fees	-	-	-	-
Leases	1,565,977	-	-	-
Total Deferred Inflows of Resources	1,565,977	-	-	-
FUND BALANCES				
Restricted	-	759,536	238,009	-
Committed	1,041,064	-	-	270,283
Assigned	-	-	-	-
Unassigned (Deficit)	-	-	-	-
Total Fund Balances (Deficit)	1,041,064	759,536	238,009	270,283
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 2,607,133	$ 764,037	$ 238,009	$ 270,283

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS (Continued)
JUNE 30, 2025

	SPECIAL REVENUE FUNDS			DEBT SERVICE FUNDS
	Police Unclaimed Funds	Housing & Community Grants	Housing Successor Agency	VPFA 2014 Refunding Certificates of Participation
ASSETS				
Cash and Investments	$ 276,662	$ 6,628,657	$ 763,941	$ -
Restricted Cash and Investments:				
Cash Held by Trustee	-	-	-	-
Cash Held by City	-	-	-	-
Accounts Receivable	-	-	-	-
Lease Receivable	-	-	-	-
Taxes Receivable	-	-	-	-
Notes and Loans Receivable	-	26,444,704	9,455,977	-
Due from Other Governmental Units	-	2,464,707	-	-
Prepaids and Deposits	-	-	-	-
Total Assets	$ 276,662	$ 35,538,068	$ 10,219,918	$ -
LIABILITIES				
Accounts, Interest and Contracts Payable	$ 2,901	$ 178,949	$ -	$ 509
Due to Other Funds	-	1,798,877	-	-
Advance from Other Funds	-	-	-	-
Customer Deposits	-	-	-	-
Unearned Revenue	152,198	6,281,481	-	-
Total Liabilities	155,099	8,259,307	-	509
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue - Grants	-	-	-	-
Unavailable Revenue - Impact Fees	-	-	-	-
Leases	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCES				
Restricted	-	27,278,761	10,219,918	-
Committed	121,563	-	-	-
Assigned	-	-	-	-
Unassigned (Deficit)	-	-	-	(509)
Total Fund Balances (Deficit)	121,563	27,278,761	10,219,918	(509)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 276,662	$ 35,538,068	$ 10,219,918	$ -

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS (Continued)
JUNE 30, 2025

	DEBT SERVICE FUNDS	CAPITAL PROJECT FUNDS		
	2015 Certificates of Participation	Softball Facility Development	Highway Users	Recreational Facilities
ASSETS				
Cash and Investments	$ -	$ 8,385	$ 18,483,290	$ 12,083,131
Restricted Cash and Investments:				
Cash Held by Trustee	18,254	-	-	-
Cash Held by City	-	-	-	-
Accounts Receivable	-	-	3,950	1,848,261
Lease Receivable	-	-	-	-
Taxes Receivable	-	-	671,519	-
Notes and Loans Receivable	-	-	-	-
Due from Other Governmental Units	-	-	-	-
Prepaids and Deposits	-	-	-	-
Total Assets	$ 18,254	$ 8,385	$ 19,158,759	$ 13,931,392
LIABILITIES				
Accounts, Interest and Contracts Payable	$ 15,083	$ -	$ 614,523	$ 25,244
Due to Other Funds	-	-	-	-
Advance from Other Funds	-	-	-	-
Customer Deposits	-	-	-	-
Unearned Revenue	-	-	-	-
Total Liabilities	15,083	-	614,523	25,244
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue - Grants	-	-	-	-
Unavailable Revenue - Impact Fees	-	-	-	1,848,261
Leases	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	1,848,261
FUND BALANCES				
Restricted	3,171	-	18,544,236	12,057,887
Committed	-	8,385	-	-
Assigned	-	-	-	-
Unassigned (Deficit)	-	-	-	-
Total Fund Balances (Deficit)	3,171	8,385	18,544,236	12,057,887
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 18,254	$ 8,385	$ 19,158,759	$ 13,931,392

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS (Continued)
JUNE 30, 2025

	CAPITAL PROJECT FUNDS			
	Storm Sewer Construction	Public Safety Impact Fee	Government Facilities Impact Fee	Parking District
ASSETS				
Cash and Investments	$ 7,671,985	$ 2,467,319	$ 11,526,025	$ 2,578,775
Restricted Cash and Investments:				
Cash Held by Trustee	-	-	-	-
Cash Held by City	-	-	-	-
Accounts Receivable	193,752	407,087	730,958	677
Lease Receivable	-	-	-	134,284
Taxes Receivable	11,336	-	-	11,861
Notes and Loans Receivable	1,562	22,117	44,212	86,103
Due from Other Governmental Units	-	-	-	-
Prepaids and Deposits	-	-	-	-
Total Assets	$ 7,878,635	$ 2,896,523	$ 12,301,195	$ 2,811,700
LIABILITIES				
Accounts, Interest and Contracts Payable	$ 158,194	$ 2,304	$ 2,259	$ 131
Due to Other Funds		-	-	-
Advance from Other Funds	-	-	-	-
Customer Deposits	-	-	-	3,895
Unearned Revenue	-	-	-	-
Total Liabilities	158,194	2,304	2,259	4,026
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue - Grants	-	-	-	-
Unavailable Revenue - Impact Fees	120,989	407,087	730,958	-
Leases	-	-	-	127,063
Total Deferred Inflows of Resources	120,989	407,087	730,958	127,063
FUND BALANCES				
Restricted	7,599,452	2,487,132	11,567,978	2,680,611
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned (Deficit)	-	-	-	-
Total Fund Balances (Deficit)	7,599,452	2,487,132	11,567,978	2,680,611
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 7,878,635	$ 2,896,523	$ 12,301,195	$ 2,811,700

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS (Continued)
JUNE 30, 2025

	CAPITAL PROJECT FUNDS			
	Facility Improvements	Regional Parks	Vehicle Miles Traveled Impact Fee	Animal Control Reserve
ASSETS				
Cash and Investments	$ 853,089	$ 628,106	$ 40,189	$ 274,023
Restricted Cash and Investments:				
Cash Held by Trustee	-	-	-	-
Cash Held by City	-	-	-	-
Accounts Receivable	-	-	-	-
Lease Receivable	-	-	-	-
Taxes Receivable	-	-	-	-
Notes and Loans Receivable	-	-	-	-
Due from Other Governmental Units	-	-	-	-
Prepaids and Deposits	-	-	-	-
Total Assets	$ 853,089	$ 628,106	$ 40,189	$ 274,023
LIABILITIES				
Accounts, Interest and Contracts Payable	$ -	$ -	$ -	$ -
Due to Other Funds	-	-	-	-
Advance from Other Funds	-	-	-	-
Customer Deposits	-	-	-	-
Unearned Revenue	-	-	-	-
Total Liabilities	-	-	-	-
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue - Grants	-	-	-	-
Unavailable Revenue - Impact Fees	-	-	-	-
Leases	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCES				
Restricted	-	-	-	-
Committed	-	-	-	-
Assigned	853,089	628,106	40,189	274,023
Unassigned (Deficit)	-	-	-	-
Total Fund Balances (Deficit)	853,089	628,106	40,189	274,023
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 853,089	$ 628,106	$ 40,189	$ 274,023

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS (Continued)
JUNE 30, 2025

	CAPITAL PROJECT FUNDS	
	Baseball	Total Non-major Governmental Funds
ASSETS		
Cash and Investments	$ 2,201,301	$ 140,121,995
Restricted Cash and Investments:		
Cash Held by Trustee	-	18,254
Cash Held by City	5,669,443	5,669,443
Accounts Receivable	-	3,501,217
Lease Receivable	562,786	2,349,279
Taxes Receivable	-	6,563,109
Notes and Loans Receivable	-	36,201,768
Due from Other Governmental Units	-	3,124,372
Prepaids and Deposits	-	4
Total Assets	$ 8,433,530	$ 197,549,441
LIABILITIES		
Accounts, Interest and Contracts Payable	$ 789,736	8,675,194
Due to Other Funds	-	1,860,293
Advance from Other Funds	-	1,948,098
Customer Deposits	-	201,447
Unearned Revenue	-	6,783,423
Total Liabilities	789,736	19,468,455
DEFERRED INFLOWS OF RESOURCES		
Unavailable Revenue - Grants	-	-
Unavailable Revenue - Impact Fees	-	3,151,746
Leases	690,336	2,383,376
Total Deferred Inflows of Resources	690,336	5,535,122
FUND BALANCES		
Restricted	-	162,440,373
Committed	6,953,458	8,394,753
Assigned	-	1,795,407
Unassigned (Deficit)	-	(84,669)
Total Fund Balances (Deficit)	6,953,458	172,545,864
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 8,433,530	$ 197,549,441

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUNDS			
	Waterways	Groundwater Recharge	Kaweah Lake and Local Storm Water Maintenance	Special Service Districts
REVENUES				
Sales Taxes	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-
Subventions and Grants	-	-	-	-
License and Permits	-	-	-	-
Fees and Fines	979,671	1,552,119	422,400	-
Uses of Money and Property	283,063	165,505	57,191	1,034,282
Charges for Current Services	328,170	-	-	6,098,095
Miscellaneous	-	498	-	47
Total Revenues	1,590,904	1,718,122	479,591	7,132,424
EXPENDITURES				
Current:				
General Government	-	-	-	-
Community Development	-	-	-	-
Housing & Community Grants	-	-	-	-
Public Safety:				
Fire	-	-	-	-
Police	-	-	-	-
Public Works	373,838	969,420	23,724	-
Parks & Recreation	-	-	-	4,756,610
Capital Outlay	638,734	1,341,562	-	159,431
Debt Service:				
Principal	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	1,012,572	2,310,982	23,724	4,916,041
Excess (Deficiency) of Revenues Over (Under) Expenditures	578,332	(592,860)	455,867	2,216,383
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	(300,000)	-
Total Other Financing Sources (Uses)	-	-	(300,000)	-
Net Changes in Fund Balances	578,332	(592,860)	155,867	2,216,383
Fund Balances (Deficits) - Beginning of Year	4,736,050	3,051,882	843,698	15,968,287
Fund Balances (Deficits) - End of Year	$ 5,314,382	$ 2,459,022	$ 999,565	$ 18,184,670

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUNDS			
	Northeast Area	Grant & Loan Funds	Narcotics Forfeiture	Measure T Police
REVENUES				
Sales Taxes	$ -	$ -	$ -	$ 5,622,553
Other Taxes	-	-	-	-
Subventions and Grants	-	433,715	-	37,731
License and Permits	-	-	-	-
Fees and Fines	172,789	-	-	-
Uses of Money and Property	43,870	5,130	-	535,793
Charges for Current Services	-	-	-	-
Miscellaneous	-	44	64,150	142
Total Revenues	216,659	438,889	64,150	6,196,219
EXPENDITURES				
Current:				
General Government	-	-	-	-
Community Development	-	-	-	-
Housing & Community Grants	-	-	-	-
Public Safety:				
Fire	-	-	-	-
Police	-	392,041	13,161	4,733,969
Public Works	1,211	-	-	-
Parks & Recreation	-	-	-	-
Capital Outlay	-	88,942	50,939	31
Debt Service:				
Principal	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	1,211	480,983	64,100	4,734,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	215,448	(42,094)	50	1,462,219
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	(72,332)	-	(280,093)
Total Other Financing Sources (Uses)	-	(72,332)	-	(280,093)
Net Changes in Fund Balances	215,448	(114,426)	50	1,182,126
Fund Balances (Deficits) - Beginning of Year	724,072	88,291	44,615	9,766,793
Fund Balances (Deficits) - End of Year	$ 939,520	$ (26,135)	$ 44,665	$ 10,948,919

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUNDS			
	Measure T Fire	Measure R Local	Measure R Regional	Transportation Grants
REVENUES				
Sales Taxes	$ 3,748,368	$ 4,130,315	$ 4,904,067	$ -
Other Taxes	-	-	-	-
Subventions and Grants	-	-	-	1,268,847
License and Permits	-	-	-	-
Fees and Fines	-	-	-	-
Uses of Money and Property	401,015	1,003,138	3,159	242,510
Charges for Current Services	152,955	-	-	-
Miscellaneous	325	6	104,461	-
Total Revenues	4,302,663	5,133,459	5,011,687	1,511,357
EXPENDITURES				
Current:				
General Government	-	-	-	-
Community Development	-	-	-	-
Housing & Community Grants	-	-	-	-
Public Safety:				
Fire	3,414,732	-	-	-
Police	-	-	-	-
Public Works	-	43,549	36,348	2,025
Parks & Recreation	-	-	-	-
Capital Outlay	1,037	1,779,442	4,654,337	3,079,694
Debt Service:				
Principal	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	3,415,769	1,822,991	4,690,685	3,081,719
Excess (Deficiency) of Revenues Over (Under) Expenditures	886,894	3,310,468	321,002	(1,570,362)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	5,820	-	-
Transfers Out	(130,050)	-	-	(5,820)
Total Other Financing Sources (Uses)	(130,050)	5,820	-	(5,820)
Net Changes in Fund Balances	756,844	3,316,288	321,002	(1,576,182)
Fund Balances (Deficits) - Beginning of Year	7,389,674	16,060,392	(379,027)	4,165,923
Fund Balances (Deficits) - End of Year	$ 8,146,518	$ 19,376,680	$ (58,025)	$ 2,589,741

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUNDS			
	Golf Course	CASP Program	Oak Tree Preservation	Conservation
REVENUES				
Sales Taxes	$ -	$ -	$ -	$ -
Other Taxes	-	101,448	-	-
Subventions and Grants	-	-	-	-
License and Permits	-	-	-	-
Fees and Fines	290,514	-	29,492	-
Uses of Money and Property	71,592	38,359	13,074	14,861
Charges for Current Services	-	-	-	-
Miscellaneous	-	41	-	-
Total Revenues	362,106	139,848	42,566	14,861
EXPENDITURES				
Current:				
General Government	68,705	-	-	-
Community Development	-	4,155	-	-
Housing & Community Grants	-	-	-	-
Public Safety:				
Fire	-	-	-	-
Police	-	-	-	-
Public Works	-	-	-	-
Parks & Recreation	-	-	36,510	123
Capital Outlay	-	-	-	-
Debt Service:				
Principal	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	68,705	4,155	36,510	123
Excess (Deficiency) of Revenues Over (Under) Expenditures	293,401	135,693	6,056	14,738
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Changes in Fund Balances	293,401	135,693	6,056	14,738
Fund Balances (Deficits) - Beginning of Year	747,663	623,843	231,953	255,545
Fund Balances (Deficits) - End of Year	$ 1,041,064	$ 759,536	$ 238,009	$ 270,283

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUNDS			DEBT SERVICE FUNDS
	Police Unclaimed Funds	Housing & Community Grants	Housing Successor Agency	VPFA 2014 Refunding Certificates of Participation
REVENUES				
Sales Taxes	$ -	$ -	$ -	$ -
Other Taxes	-	-		-
Subventions and Grants	-	14,481,407	1,317,434	-
License and Permits	-	-	-	-
Fees and Fines	-	44,741	-	-
Uses of Money and Property	14,888	293,931	106,339	-
Charges for Current Services	-	5,000	-	-
Miscellaneous	5,751	5,967	19	-
Total Revenues	20,639	14,831,046	1,423,792	-
EXPENDITURES				
Current:				
General Government	-	-	356,400	-
Community Development	-	96,071	-	-
Housing & Community Grants	-	2,906,613	-	-
Public Safety:				
Fire	-	-	-	-
Police	10,421	-	-	-
Public Works	-	-	-	-
Parks & Recreation	-	-	-	-
Capital Outlay	5,552	7,630,494	1,325,000	-
Debt Service:				
Principal	-	-	-	117,600
Interest and Fiscal Charges	-	-	-	8,658
Total Expenditures	15,973	10,633,178	1,681,400	126,258
Excess (Deficiency) of Revenues Over (Under) Expenditures	4,666	4,197,868	(257,608)	(126,258)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	41,308	-	126,739
Transfers Out	-	(35,795)	-	-
Total Other Financing Sources (Uses)	-	5,513	-	126,739
Net Changes in Fund Balances	4,666	4,203,381	(257,608)	481
Fund Balances (Deficits) - Beginning of Year	116,897	23,075,380	10,477,526	(990)
Fund Balances (Deficits) - End of Year	$ 121,563	$ 27,278,761	$ 10,219,918	$ (509)

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	DEBT SERVICE FUNDS	PROJECT FUNDS	CAPITAL PROJECT FUNDS	
	2015 Certificates of Participation	Softball Facility Development	Highway Users	Recreational Facilities
REVENUES				
Sales Taxes	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-
Subventions and Grants	-	-	8,980,748	-
License and Permits	-	-	-	-
Fees and Fines	-	-	-	2,591,091
Uses of Money and Property	3,079	396	907,972	727,061
Charges for Current Services	-	1,182	-	-
Miscellaneous	-	-	3,977	11
Total Revenues	3,079	1,578	9,892,697	3,318,163
EXPENDITURES				
Current:				
General Government	1,336	-	-	-
Community Development	-	-	-	-
Housing & Community Grants	-	-	-	-
Public Safety:				
Fire	-	-	-	-
Police	-	-	-	-
Public Works	-	-	1,412,736	-
Parks & Recreation	-	4	-	23,821
Capital Outlay	-	-	3,203,058	3,460,575
Debt Service:				
Principal	948,743	-	-	-
Interest and Fiscal Charges	203,855	-	-	-
Total Expenditures	1,153,934	4	4,615,794	3,484,396
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,150,855)	1,574	5,276,903	(166,233)
OTHER FINANCING SOURCES (USES)				
Transfers In	1,157,824	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	1,157,824	-	-	-
Net Changes in Fund Balances	6,969	1,574	5,276,903	(166,233)
Fund Balances (Deficits) - Beginning of Year	(3,798)	6,811	13,267,333	12,224,120
Fund Balances (Deficits) - End of Year	$ 3,171	$ 8,385	$ 18,544,236	$ 12,057,887

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	CAPITAL PROJECT FUNDS			
	Storm Sewer Construction	Public Safety Impact Fee	Government Facilities Impact Fee	Parking District
REVENUES				
Sales Taxes	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-
Subventions and Grants	-	-	-	141,907
License and Permits	-	-	-	8,710
Fees and Fines	1,813,623	748,429	509,242	-
Uses of Money and Property	368,795	126,979	624,008	286,662
Charges for Current Services	-	-	-	-
Miscellaneous	28,001	-	-	1
Total Revenues	2,210,419	875,408	1,133,250	437,280
EXPENDITURES				
Current:				
General Government	-	-	12,503	34,679
Community Development	-	-	-	-
Housing & Community Grants	-	-	-	-
Public Safety:				
Fire	-	4,630	-	-
Police	-	969	-	-
Public Works	42,302	-	3,315	-
Parks & Recreation	-	-	-	-
Capital Outlay	371,698	213,030	210,788	2,051,052
Debt Service:				
Principal	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	414,000	218,629	226,606	2,085,731
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,796,419	656,779	906,644	(1,648,451)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	83,350
Transfers Out	-	(414,852)	-	-
Total Other Financing Sources (Uses)	-	(414,852)	-	83,350
Net Changes in Fund Balances	1,796,419	241,927	906,644	(1,565,101)
Fund Balances (Deficits) - Beginning of Year	5,803,033	2,245,205	10,661,334	4,245,712
Fund Balances (Deficits) - End of Year	$ 7,599,452	$ 2,487,132	$ 11,567,978	$ 2,680,611

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	CAPITAL PROJECT FUNDS			
	Facility Improvements	Regional Parks	Vehicle Miles Traveled Impact Fee	Animal Control Reserve
REVENUES				
Sales Taxes	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-
Subventions and Grants	-	-	-	-
License and Permits	-	-	-	-
Fees and Fines	-	-	11,129	-
Uses of Money and Property	46,905	34,537	1,658	15,066
Charges for Current Services	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	46,905	34,537	12,787	15,066
EXPENDITURES				
Current:				
General Government	392	289	13	125
Community Development	-	-	-	-
Housing & Community Grants	-	-	-	-
Public Safety:				
Fire	-	-	-	-
Police	-	-	-	-
Public Works	-	-	-	-
Parks & Recreation	-	-	-	-
Capital Outlay	-	36	-	-
Debt Service:				
Principal	-	-	-	-
Interest and Fiscal Charges	-	-	-	-
Total Expenditures	392	325	13	125
Excess (Deficiency) of Revenues Over (Under) Expenditures	46,513	34,212	12,774	14,941
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Changes in Fund Balances	46,513	34,212	12,774	14,941
Fund Balances (Deficits) - Beginning of Year	806,576	593,894	27,415	259,082
Fund Balances (Deficits) - End of Year	$ 853,089	$ 628,106	$ 40,189	$ 274,023

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Continued)

	CAPITAL PROJECT FUNDS	
	Baseball	Total Non-major Governmental Funds
REVENUES		
Sales Taxes	$ -	$ 18,405,303
Other Taxes	-	101,448
Subventions and Grants	-	26,661,789
License and Permits	-	8,710
Fees and Fines	-	9,165,240
Uses of Money and Property	189,580	7,660,398
Charges for Current Services	-	6,585,402
Miscellaneous	186,153	399,594
Total Revenues	375,733	68,987,884
EXPENDITURES		
Current:		
General Government	295,238	769,680
Community Development	-	100,226
Housing & Community Grants	-	2,906,613
Public Safety:		
Fire	-	3,419,362
Police	-	5,150,561
Public Works	-	2,908,468
Parks & Recreation	-	4,817,068
Capital Outlay	1,987,049	32,252,481
Debt Service:		
Principal	-	1,066,343
Interest and Fiscal Charges	-	212,513
Total Expenditures	2,282,287	53,603,315
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,906,554)	15,384,569
OTHER FINANCING SOURCES (USES)		
Transfers In	8,303,717	9,718,758
Transfers Out	-	(1,238,942)
Total Other Financing Sources (Uses)	8,303,717	8,479,816
Net Changes in Fund Balances	6,397,163	23,864,385
Fund Balances (Deficits) - Beginning of Year	556,295	148,681,479
Fund Balances (Deficits) - End of Year	$ 6,953,458	$ 172,545,864

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2025

	Waterways			Groundwater Recharge		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	487,700	979,671	491,971	1,234,800	1,552,119	317,319
Uses of Money and Property	39,200	283,063	243,863	32,900	165,505	132,605
Charges for Current Services	320,600	328,170	7,570	-	-	-
Miscellaneous	-	-	-	-	498	498
Total Revenues	847,500	1,590,904	743,404	1,267,700	1,718,122	450,422
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	331,000	373,838	(42,838)	296,300	969,420	(673,120)
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	738,472	638,734	99,738	1,556,851	1,341,562	215,289
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	1,069,472	1,012,572	56,900	1,853,151	2,310,982	(457,831)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(221,972)	578,332	800,304	(585,451)	(592,860)	(7,409)
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balances	$ (221,972)	578,332	$ 800,304	$ (585,451)	(592,860)	$ (7,409)
Fund Balances (Deficits) - Beginning of Year		4,736,050			3,051,882	
Fund Balances (Deficits) - End of Year		$ 5,314,382			$ 2,459,022	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Kaweah Lake and Local Storm Water Maintenance			Special Service Districts		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	367,400	422,400	55,000	-	-	-
Uses of Money and Property	20,700	57,191	36,491	150,000	1,034,282	884,282
Charges for Current Services	-	-	-	5,813,200	6,098,095	284,895
Miscellaneous	-	-	-	-	47	47
Total Revenues	388,100	479,591	91,491	5,963,200	7,132,424	1,169,224
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	21,200	23,724	(2,524)	-	-	-
Parks & Recreation	-	-	-	4,015,800	4,756,610	(740,810)
Capital Outlay	-	-	-	323,322	159,431	163,891
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	21,200	23,724	(2,524)	4,339,122	4,916,041	(576,919)
Excess (Deficiency) of Revenues Over (Under) Expenditures	366,900	455,867	88,967	1,624,078	2,216,383	592,305
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	-	-
Transfers Out	(300,000)	(300,000)	-	-	-	-
Total Other Financing Sources (Uses)	(300,000)	(300,000)	-	-	-	-
Net Changes in Fund Balances	$ 66,900	155,867	$ 88,967	$ 1,624,078	2,216,383	$ 592,305
Fund Balances (Deficits) - Beginning of Year		843,698			15,968,287	
Fund Balances (Deficits) - End of Year		$ 999,565			$ 18,184,670	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Northeast Area			Grant & Loan Funds		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	433,714	433,715	1
License and Permits	-	-	-	-	-	-
Fees and Fines	1,600	172,789	171,189	-	-	-
Uses of Money and Property	-	43,870	43,870	-	5,130	5,130
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	44	44
Total Revenues	1,600	216,659	215,059	433,714	438,889	5,175
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	336,300	392,041	(55,741)
Public Works	1,100	1,211	(111)	-	-	-
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	-	-	-	75,000	88,942	(13,942)
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	1,100	1,211	(111)	411,300	480,983	(69,683)
Excess (Deficiency) of Revenues Over (Under) Expenditures	500	215,448	214,948	22,414	(42,094)	(64,508)
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	(72,332)	(72,332)
Total Other Financing Sources (Uses)	-	-	-	-	(72,332)	(72,332)
Net Changes in Fund Balances	$ 500	215,448	$ 214,948	$ 22,414	(114,426)	$ (136,840)
Fund Balances (Deficits) - Beginning of Year		724,072			88,291	
Fund Balances (Deficits) - End of Year		$ 939,520			$ (26,135)	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Narcotics Forfeiture			Measure T - Police		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ 5,451,200	$ 5,622,553	$ 171,353
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	6,000	37,731	31,731
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	-	-	-	65,000	535,793	470,793
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	112,900	64,150	(48,750)	30,000	142	(29,858)
Total Revenues	112,900	64,150	(48,750)	5,552,200	6,196,219	644,019
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	23,300	13,161	10,139	4,967,200	4,733,969	233,231
Public Works	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	61,477	50,939	10,538	-	31	(31)
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	84,777	64,100	20,677	4,967,200	4,734,000	233,200
Excess (Deficiency) of Revenues Over (Under) Expenditures	28,123	50	(28,073)	585,000	1,462,219	877,219
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	(151,500)	(280,093)	(128,593)
Total Other Financing Sources (Uses)	-	-	-	(151,500)	(280,093)	(128,593)
Net Changes in Fund Balances	$ 28,123	50	$ (28,073)	$ 433,500	1,182,126	$ 748,626
Fund Balances (Deficits) - Beginning of Year		44,615			9,766,793	
Fund Balances (Deficits) - End of Year		$ 44,665			$ 10,948,919	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Measure T - Fire			Measure R - Local		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ 3,634,100	$ 3,748,368	$ 114,268	$ 3,929,800	$ 4,130,315	$ 200,515
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	66,000	401,015	335,015	157,700	1,003,138	845,438
Charges for Current Services	50,000	152,955	102,955	-	-	-
Miscellaneous	30,100	325	(29,775)	-	6	6
Total Revenues	3,780,200	4,302,663	522,463	4,087,500	5,133,459	1,045,959
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	3,403,900	3,414,732	(10,832)	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	37,200	43,549	(6,349)
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	-	1,037	(1,037)	2,553,125	1,779,442	773,683
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	3,403,900	3,415,769	(11,869)	2,590,325	1,822,991	767,334
Excess (Deficiency) of Revenues Over (Under) Expenditures	376,300	886,894	510,594	1,497,175	3,310,468	1,813,293
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	5,820	5,820
Transfers Out	-	(130,050)	(130,050)	-	-	-
Total Other Financing Sources (Uses)	-	(130,050)	(130,050)	-	5,820	5,820
Net Changes in Fund Balances	$ 376,300	756,844	$ 380,544	$ 1,497,175	3,316,288	$ 1,819,113
Fund Balances (Deficits) - Beginning of Year		7,389,674			16,060,392	
Fund Balances (Deficits) - End of Year		$ 8,146,518			$ 19,376,680	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Measure R - Regional			Transportation Grants		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ 1,294,600	$ 4,904,067	$ 3,609,467	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	835,000	1,268,847	433,847
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	-	3,159	3,159	-	242,510	242,510
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	104,461	104,461	-	-	-
Total Revenues	1,294,600	5,011,687	3,717,087	835,000	1,511,357	676,357
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	36,348	(36,348)	1,200	2,025	(825)
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	4,247,235	4,654,337	(407,102)	3,079,694	3,079,694	-
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	4,247,235	4,690,685	(443,450)	3,080,894	3,081,719	(825)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,952,635)	321,002	3,273,637	(2,245,894)	(1,570,362)	675,532
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	(5,820)	(5,820)
Total Other Financing Sources (Uses)	-	-	-	-	(5,820)	(5,820)
Net Changes in Fund Balances	$ (2,952,635)	321,002	$ 3,273,637	$ (2,245,894)	(1,576,182)	$ 669,712
Fund Balances (Deficits) - Beginning of Year		(379,027)			4,165,923	
Fund Balances (Deficits) - End of Year		$ (58,025)			$ 2,589,741	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Golf Course			CASP Program		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	90,100	101,448	11,348
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	274,700	290,514	15,814	-	-	-
Uses of Money and Property	5,000	71,592	66,592	5,000	38,359	33,359
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	41	41
Total Revenues	279,700	362,106	82,406	95,100	139,848	44,748
EXPENDITURES						
Current:						
General Government	64,300	68,705	(4,405)	-	-	-
Community Development	-	-	-	22,000	4,155	17,845
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	64,300	68,705	(4,405)	22,000	4,155	17,845
Excess (Deficiency) of Revenues Over (Under) Expenditures	215,400	293,401	78,001	73,100	135,693	62,593
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balances	$ 215,400	293,401	$ 78,001	$ 73,100	135,693	$ 62,593
Fund Balances (Deficits) - Beginning of Year		747,663			623,843	
Fund Balances (Deficits) - End of Year		$ 1,041,064			$ 759,536	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Oak Tree Preservation			Conservation		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	29,492	29,492	-	-	-
Uses of Money and Property	-	13,074	13,074	-	14,861	14,861
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Total Revenues	-	42,566	42,566	-	14,861	14,861
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Parks & Recreation	-	36,510	(36,510)	-	123	(123)
Capital Outlay	-	-	-	-	-	-
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	-	36,510	(36,510)	-	123	(123)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	6,056	6,056	-	14,738	14,738
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balances	$ -	6,056	$ 6,056	$ -	14,738	$ 14,738
Fund Balances (Deficits) - Beginning of Year		231,953			255,545	
Fund Balances (Deficits) - End of Year		$ 238,009			$ 270,283	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Police Unclaimed Funds			Housing & Community Grants		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	8,540,963	14,481,407	5,940,444
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	15,600	44,741	29,141
Uses of Money and Property	2,000	14,888	12,888	62,600	293,931	231,331
Charges for Current Services	-	-	-	-	5,000	5,000
Miscellaneous	20,000	5,751	(14,249)	10,600	5,967	(4,633)
Total Revenues	22,000	20,639	(1,361)	8,629,763	14,831,046	6,201,283
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	87,200	96,071	(8,871)
Housing & Community Grants	-	-	-	6,727,755	2,906,613	3,821,142
Public Safety:						
Fire	-	-	-	-	-	-
Police	15,100	10,421	4,679	-	-	-
Public Works	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	2,659	5,552	(2,893)	7,630,494	7,630,494	-
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	17,759	15,973	1,786	14,445,449	10,633,178	3,812,271
Excess (Deficiency) of Revenues Over (Under) Expenditures	4,241	4,666	425	(5,815,686)	4,197,868	10,013,554
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	41,308	41,308
Transfers Out	-	-	-	-	(35,795)	(35,795)
Total Other Financing Sources (Uses)	-	-	-	-	5,513	5,513
Net Changes in Fund Balances	$ 4,241	4,666	$ 425	$ (5,815,686)	4,203,381	$ 10,019,067
Fund Balances (Deficits) - Beginning of Year		116,897			23,075,380	
Fund Balances (Deficits) - End of Year		$ 121,563			$ 27,278,761	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Housing Successor Agency			VPFA 2014 Refunding Certificates of Participation		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	1,317,434	1,317,434	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	7,000	106,339	99,339	-	-	-
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	19	19	-	-	-
Total Revenues	7,000	1,423,792	1,416,792	-	-	-
EXPENDITURES						
Current:						
General Government	354,600	356,400	(1,800)	-	-	-
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	1,325,000	1,325,000	-	-	-	-
Debt Service:						
Principal	-	-	-	117,600	117,600	-
Interest and Fiscal Charges	-	-	-	9,100	8,658	442
Total Expenditures	1,679,600	1,681,400	(1,800)	126,700	126,258	442
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,672,600)	(257,608)	1,414,992	(126,700)	(126,258)	442
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	126,700	126,739	39
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	126,700	126,739	39
Net Changes in Fund Balances	$ (1,672,600)	(257,608)	$ 1,414,992	$ -	481	$ 481
Fund Balances (Deficits) - Beginning of Year		10,477,526			(990)	
Fund Balances (Deficits) - End of Year		$ 10,219,918			$ (509)	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	2015 Certificates of Participation			Softball Facility Development		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	-	3,079	3,079	-	396	396
Charges for Current Services	-	-	-	1,200	1,182	(18)
Miscellaneous	-	-	-	-	-	-
Total Revenues	-	3,079	3,079	1,200	1,578	378
EXPENDITURES						
Current:						
General Government	-	1,336	(1,336)	-	-	-
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Parks & Recreation	-	-	-	100	4	96
Capital Outlay	-	-	-	-	-	-
Debt Service:						
Principal	948,700	948,743	(43)	-	-	-
Interest and Fiscal Charges	207,800	203,855	3,945	-	-	-
Total Expenditures	1,156,500	1,153,934	2,566	100	4	96
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,156,500)	(1,150,855)	5,645	1,100	1,574	474
OTHER FINANCING SOURCES (USES)						
Transfers In	1,157,100	1,157,824	724	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	1,157,100	1,157,824	724	-	-	-
Net Changes in Fund Balances	$ 600	6,969	$ 6,369	$ 1,100	1,574	$ 474
Fund Balances (Deficits) - Beginning of Year		(3,798)			6,811	
Fund Balances (Deficits) - End of Year		$ 3,171			$ 8,385	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Highway Users			Recreational Facilities		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	7,368,200	8,980,748	1,612,548	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	2,417,000	2,591,091	174,091
Uses of Money and Property	138,200	907,972	769,772	81,600	727,061	645,461
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	3,977	3,977	-	11	11
Total Revenues	7,506,400	9,892,697	2,386,297	2,498,600	3,318,163	819,563
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	1,495,900	1,412,736	83,164	-	-	-
Parks & Recreation	-	-	-	16,500	23,821	(7,321)
Capital Outlay	3,626,466	3,203,058	423,408	3,460,603	3,460,575	28
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	5,122,366	4,615,794	506,572	3,477,103	3,484,396	(7,293)
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,384,034	5,276,903	2,892,869	(978,503)	(166,233)	812,270
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balances	$ 2,384,034	5,276,903	$ 2,892,869	$ (978,503)	(166,233)	$ 812,270
Fund Balances (Deficits) - Beginning of Year		13,267,333			12,224,120	
Fund Balances (Deficits) - End of Year		$ 18,544,236			$ 12,057,887	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Storm Sewer Construction			Public Safety Impact Fee		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	1,271,900	1,813,623	541,723	889,000	748,429	(140,571)
Uses of Money and Property	38,900	368,795	329,895	28,300	126,979	98,679
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	28,001	28,001	-	-	-
Total Revenues	1,310,800	2,210,419	899,619	917,300	875,408	(41,892)
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	3,600	4,630	(1,030)
Police	-	-	-	900	969	(69)
Public Works	32,300	42,302	(10,002)	-	-	-
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	418,447	371,698	46,749	213,030	213,030	-
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	450,747	414,000	36,747	217,530	218,629	(1,099)
Excess (Deficiency) of Revenues Over (Under) Expenditures	860,053	1,796,419	936,366	699,770	656,779	(42,991)
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	(415,200)	(414,852)	348
Total Other Financing Sources (Uses)	-	-	-	(415,200)	(414,852)	348
Net Changes in Fund Balances	$ 860,053	1,796,419	$ 936,366	$ 284,570	241,927	$ (42,643)
Fund Balances (Deficits) - Beginning of Year		5,803,033			2,245,205	
Fund Balances (Deficits) - End of Year		$ 7,599,452			$ 2,487,132	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Government Facilities Impact Fee			Parking District		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	40,300	141,907	101,607
License and Permits	-	-	-	9,400	8,710	(690)
Fees and Fines	663,800	509,242	(154,558)	-	-	-
Uses of Money and Property	284,400	624,008	339,608	45,700	286,662	240,962
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	1	1
Total Revenues	948,200	1,133,250	185,050	95,400	437,280	341,880
EXPENDITURES						
Current:						
General Government	11,100	12,503	(1,403)	6,100	34,679	(28,579)
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	2,100	3,315	(1,215)	-	-	-
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	210,788	210,788	-	2,500,000	2,051,052	448,948
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	223,988	226,606	(2,618)	2,506,100	2,085,731	420,369
Excess (Deficiency) of Revenues Over (Under) Expenditures	724,212	906,644	182,432	(2,410,700)	(1,648,451)	762,249
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	83,350	83,350
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	83,350	83,350
Net Changes in Fund Balances	$ 724,212	906,644	$ 182,432	$ (2,410,700)	(1,565,101)	$ 845,599
Fund Balances (Deficits) - Beginning of Year		10,661,334			4,245,712	
Fund Balances (Deficits) - End of Year		$ 11,567,978			$ 2,680,611	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Facility Improvements			Regional Parks		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	-	46,905	46,905	-	34,537	34,537
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Total Revenues	-	46,905	46,905	-	34,537	34,537
EXPENDITURES						
Current:						
General Government	-	392	(392)	-	289	(289)
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	-	-	-	36	36	-
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	-	392	(392)	36	325	(289)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	46,513	46,513	(36)	34,212	34,248
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balances	$ -	46,513	$ 46,513	$ (36)	34,212	$ 34,248
Fund Balances (Deficits) - Beginning of Year		806,576			593,894	
Fund Balances (Deficits) - End of Year		$ 853,089			$ 628,106	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Vehicle Miles Traveled Impact Fee			Animal Control Reserve		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	11,129	11,129	-	-	-
Uses of Money and Property	-	1,658	1,658	-	15,066	15,066
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Total Revenues	-	12,787	12,787	-	15,066	15,066
EXPENDITURES						
Current:						
General Government	-	13	(13)	-	125	(125)
Community Development	-	-	-	-	-	-
Housing & Community Grants	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Debt Service:						
Principal	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	-	13	(13)	-	125	(125)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	12,774	12,774	-	14,941	14,941
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balances	$ -	12,774	$ 12,774	$ -	14,941	$ 14,941
Fund Balances (Deficits) - Beginning of Year		27,415			259,082	
Fund Balances (Deficits) - End of Year		$ 40,189			$ 274,023	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Baseball			Total		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ 14,309,700	$ 18,405,303	$ 4,095,603
Other Taxes	-	-	-	90,100	101,448	11,348
Subventions and Grants	-	-	-	17,224,177	26,661,789	9,437,612
License and Permits	-	-	-	9,400	8,710	(690)
Fees and Fines	-	-	-	7,623,500	9,165,240	1,541,740
Uses of Money and Property	-	189,580	189,580	1,230,200	7,660,398	6,430,198
Charges for Current Services	-	-	-	6,185,000	6,585,402	400,402
Miscellaneous	90,000	186,153	96,153	293,600	399,594	105,994
Total Revenues	90,000	375,733	285,733	46,965,677	68,987,884	22,022,207
EXPENDITURES						
Current:						
General Government	308,700	295,238	13,462	744,800	769,680	(24,880)
Community Development	-	-	-	109,200	100,226	8,974
Housing & Community Grants	-	-	-	6,727,755	2,906,613	3,821,142
Public Safety:				-		
Fire	-	-	-	3,407,500	3,419,362	(11,862)
Police	-	-	-	5,342,800	5,150,561	192,239
Public Works	-	-	-	2,218,300	2,908,468	(690,168)
Parks & Recreation	-	-	-	4,032,400	4,817,068	(784,668)
Capital Outlay	1,990,210	1,987,049	3,161	34,012,909	32,252,481	1,760,428
Debt Service:				-		
Principal	-	-	-	1,066,300	1,066,343	(43)
Interest and Fiscal Charges	-	-	-	216,900	212,513	4,387
Total Expenditures	2,298,910	2,282,287	16,623	57,878,864	53,603,315	4,275,549
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,208,910)	(1,906,554)	302,356	$ (10,913,187)	15,384,569	$ 26,297,756
OTHER FINANCING SOURCES (USES)						
Transfers In	418,700	8,303,717	7,885,017	1,702,500	9,718,758	8,016,258
Transfers Out	-	-	-	(866,700)	(1,238,942)	(372,242)
Total Other Financing Sources (Uses)	418,700	8,303,717	7,885,017	835,800	8,479,816	7,644,016
Net Changes in Fund Balances	$ (1,790,210)	6,397,163	$ 8,187,373	$ (10,077,387)	23,864,385	$ 33,941,772
Fund Balances (Deficits) - Beginning of Year		556,295			148,681,479	
Fund Balances (Deficits) - End of Year		$ 6,953,458			$ 172,545,864	

NON-MAJOR PROPRIETARY FUNDS

VISALIA

NON-MAJOR PROPRIETARY FUNDS

CONVENTION CENTER
Established to account for operations of the Convention Center. Revenues are provided by fees charged for the Convention Center and by operating transfers from the General Fund.

AIRPORT
Established to account for the operations of the Visalia Municipal Airport. Revenue is provided by the fees charged to the airport users for the aviation fuel, hangar rentals, and leases of land and buildings, as well as from federal grants for capital assets and projects.

BUILDING SAFETY
Established to account for the operations of the City's reviewing and checking of building plans from developers, contractors and/or property owners, permitting, and inspection of buildings. Revenue is provided by permit fees.

ANIMAL CONTROL
Established to account for the operations of the City's animal control services. Revenue is provided by users through fees for licensing, adoptions, vaccinations and shelter related fees.

CITY OF VISALIA
NON-MAJOR PROPRIETARY FUNDS
COMBINING STATEMENT OF NET POSITION
JUNE 30, 2025

	Business-Type Activities - Enterprise Funds				
	Non-Major Funds				
	Convention Center	Airport	Building Safety	Animal Control	Total
ASSETS					
Current Assets					
Cash and Investments	$ 100	$ 2,628,711	$ 16,812,581	$ 200	$ 19,441,592
Accounts Receivable	458,098	115,527	-	378,009	951,634
Leases Receivable	-	434,363	-	-	434,363
Supplies	-	107,983	-	-	107,983
Prepaid Expenses	-	28,323	-	-	28,323
Total Current Assets	458,198	3,314,907	16,812,581	378,209	20,963,895
Non-Current Assets					
Restricted Cash and Investments					
Cash Held by City	1,359,214	-	-	518,473	1,877,687
Leases Receivable	-	4,593,040	-	-	4,593,040
Capital Assets					
Land	829,047	3,000,590	-	-	3,829,637
Construction in Progress	178,815	1,358	-	-	180,173
Buildings	22,428,375	6,469,160	-	6,750,891	35,648,426
Improvements Other Than Buildings	5,435,369	13,511,504	-	-	18,946,873
Machinery, Equipment and Vehicles	1,979,856	1,093,596	228,804	33,750	3,336,006
Subscription-Based Information Technology (SBITA)	-	40,259	2,014,562	24,225	2,079,046
Accumulated Depreciation and Amortization	(21,700,309)	(13,577,306)	(213,511)	(1,721,826)	(37,212,952)
Total Non-Current Assets	10,510,367	15,132,201	2,029,855	5,605,513	33,277,936
Total Assets	10,968,565	18,447,108	18,842,436	5,983,722	54,241,831
DEFERRED OUTFLOWS OF RESOURCES					
Pension Related	624,220	267,979	1,116,495	491,759	2,500,453
Total Deferred Outflows of Resources	624,220	267,979	1,116,495	491,759	2,500,453
LIABILITIES					
Current Liabilities					
Accounts, Interest and Contracts Payable	254,539	137,371	695,114	29,564	1,116,588
Customer Deposits	2,400	-	22,000	-	24,400
Current Portion of Long-Term Liabilities:					
Compensated Absences	55,257	-	27,732	11,010	93,999
Certificates of Participation and Loans	1,014,636	-	-	516,413	1,531,049
Liability for SBITA Lease	-	10,202	237,580	7,123	254,905
Total Current Liabilities	1,326,832	147,573	982,426	564,110	3,020,941
Non-Current Liabilities					
Unearned Revenue	-	-	12,663	2,283	14,946
Non-current Portion of Long-term Liabilities:					
Compensated Absences	81,525	62,506	233,346	92,184	469,561
Certificates of Participation and Loans	1,581,551	-	-	1,087,362	2,668,913
Liability for SBITA Lease	-	10,461	1,746,867	-	1,757,328
Net Pension Liability	2,677,803	1,149,589	4,789,585	2,109,568	10,726,545
Total Non-Current Liabilities	4,340,879	1,222,556	6,782,461	3,291,397	15,637,293
Total Liabilities	5,667,711	1,370,129	7,764,887	3,855,507	18,658,234
DEFERRED INFLOWS OF RESOURCES					
Pension Related	19,379	8,320	34,662	15,267	77,628
Lease Related	-	4,882,645	-	-	4,882,645
Total Deferred Inflows of Resources	19,379	4,890,965	34,662	15,267	4,960,273
NET POSITION					
Net Investment in Capital Assets	6,554,966	10,518,498	45,408	3,476,142	20,595,014
Restricted for:					
Capital Projects	82,024	496,488	114,100	-	692,612
Designated	-	-	-	-	
Unrestricted (Deficit)	(731,295)	1,439,007	11,999,874	(871,435)	11,836,151
Total Net Position	$ 5,905,695	$ 12,453,993	$ 12,159,382	$ 2,604,707	$ 33,123,777

CITY OF VISALIA
NON-MAJOR PROPRIETARY FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED JUNE 30, 2025

	Business-Type Activities - Enterprise Funds				
	Non-Major Funds				
	Convention Center	Airport	Building Safety	Animal Control	Total
OPERATING REVENUES					
Charges for Services	$ 2,273,986	$ 2,371,250	$ 4,040,108	$ 927,085	$ 9,612,429
Operating Grants and Contributions	-	64,659	-	86,970	151,629
Total Operating Revenues	2,273,986	2,435,909	4,040,108	1,014,055	9,764,058
OPERATING EXPENSES					
Salaries, Wages and Employee Benefits	2,093,294	727,361	2,328,619	1,340,755	6,490,029
Maintenance and Operations	1,572,398	1,444,825	873,609	814,566	4,705,398
Depreciation and Amortization	715,557	276,913	93,126	180,057	1,265,653
Total Operating Expenses	4,381,249	2,449,099	3,295,354	2,335,378	12,461,080
Operating Income (Loss)	(2,107,263)	(13,190)	744,754	(1,321,323)	(2,697,022)
NONOPERATING REVENUES (EXPENSES)					
Interest Income	62,772	204,545	879,684	28,639	1,175,640
Interest Expense	(119,854)	(700)	(14,312)	(68,585)	(203,451)
Other Income	18,059	261,129	10,660	5,716	295,564
Total Nonoperating Revenues (Expenses)	(39,023)	464,974	876,032	(34,230)	1,267,753
Income (Loss) Before Contributions and Transfers	(2,146,286)	451,784	1,620,786	(1,355,553)	(1,429,269)
Transfers In	3,032,292	-	-	1,679,437	4,711,729
Net Contributions and Transfers	3,032,292	-	-	1,679,437	4,711,729
Change in Net Position	886,006	451,784	1,620,786	323,884	3,282,460
Net Position - Beginning of Year	5,038,603	12,023,273	10,695,456	2,317,023	30,074,355
Restatement - Change in Accounting Principle (Note 17)	(18,914)	(21,064)	(156,860)	(36,200)	(233,038)
Net Position - Beginning, as Restated	5,019,689	12,002,209	10,538,596	2,280,823	29,841,317
Net Position - End of Year	$ 5,905,695	$ 12,453,993	$ 12,159,382	$ 2,604,707	$ 33,123,777

CITY OF VISALIA
NON-MAJOR PROPRIETARY FUNDS
COMBINING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2025

	Business-Type Activities - Enterprise Funds Non-Major Funds				
	Convention Center	Airport	Building Safety	Animal Control	Total
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash Received from Customers or Other Funds	$ 2,093,448	$ 2,859,457	$ 4,050,768	$ 1,012,429	$ 10,016,102
Cash Payments to Employees for Services	(2,105,565)	(908,772)	(2,295,377)	(1,203,618)	(6,513,332)
Cash Payments to Suppliers for Services	(1,538,377)	(1,611,684)	(539,414)	(888,839)	(4,578,314)
Net Cash Provided (Used) by Operating Activities	(1,550,494)	339,001	1,215,977	(1,080,028)	(1,075,544)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Transfers In	3,032,292	-	-	1,679,437	4,711,729
Net Cash Provided by Noncapital Financing Activities	3,032,292	-	-	1,679,437	4,711,729
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition of Capital Assets	(178,815)	(14)	-	-	(178,829)
Long-Term Debt Payments - Principal	(963,657)	-	-	(499,048)	(1,462,705)
Long-Term Debt Payments - Interest	(132,062)	(700)	(14,312)	(68,585)	(215,659)
Net Cash (Used) by Capital and Related Financing Activities	(1,274,534)	(714)	(14,312)	(567,633)	(1,857,193)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest Earnings	62,772	204,545	879,684	28,639	1,175,640
Net Cash Provided by Investing Activities	62,772	204,545	879,684	28,639	1,175,640
Net Increase in Cash and Investments	270,036	542,832	2,081,349	60,415	2,954,632
Cash and Investments - Beginning of Year	1,089,278	2,085,879	14,731,232	458,258	18,364,647
Cash and Investments - End of Year	$ 1,359,314	$ 2,628,711	$ 16,812,581	$ 518,673	$ 21,319,279
Consisting of:					
Unrestricted	$ 100	$ 2,628,711	$ 16,812,581	$ 200	$ 19,441,592
Restricted	1,359,214	-	-	518,473	1,877,687
Total Cash and Investments	$ 1,359,314	$ 2,628,711	$ 16,812,581	$ 518,673	$ 21,319,279
Reconciliation of Operating Income (Loss) to Cash Flows from Operating Activities:					
Operating Income (Loss)	$ (2,107,263)	$ (13,190)	$ 744,754	$ (1,321,323)	$ (2,697,022)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Flows from Operating Activities:					
Depreciation and Amortization	715,557	276,913	93,126	180,057	1,265,653
Operating income and cash flow category classification differences	18,059	261,129	10,660	5,716	295,564
Net Change in Assets and Liabilities:					
Accounts and Interest Receivable	(198,597)	162,419	-	(7,342)	(43,520)
Supplies	-	(64,888)	-	-	(64,888)
Prepaid Expenses	-	7,198	-	-	7,198
Accounts Payable and Contract Payable	48,996	(99,277)	(1,634,719)	3,806	(1,681,194)
Deferred Outflows Pensions	204,362	62,014	(76,851)	(30,274)	159,251
Deferred Inflows Pensions & Leases	(42,702)	(272,551)	371,850	116,075	172,672
Net Pension Liability	(195,165)	5,394	(370,998)	2,008	(558,761)
Unearned Revenue	-	-	6,467	(72,317)	(65,850)
Compensated Absences	21,234	23,732	109,241	49,328	203,535
Other Liability	-	(9,892)	1,984,447	(5,762)	1,968,793
Customer Deposits	(14,975)	-	(22,000)	-	(36,975)
Net Cash Provided (Used) by Operating Activities	$ (1,550,494)	$ 339,001	$ 1,215,977	$ (1,080,028)	$ (1,075,544)
Noncash investing, capital and financing activities					
SBITA liability for the acquisition of right-to-use assets			$ 2,014,562		$ 2,014,562
Total noncash investing, capital and financing activities			$ 2,014,562		$ 2,014,562

INTERNAL SERVICE FUNDS

VISALIA

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INTERNAL SERVICE FUNDS

Internal Service Funds are used to finance and account for activities and services performed by a designated department for other departments in the City on a cost reimbursement basis.

The concept of major funds introduced by GASB Statement No. 34 does not extend to internal service funds because they do not do business with outside parties. GASB Statement No. 34 requires that for the Statement of Activities, the net revenue or expenses of each internal service fund be eliminated by netting them against the operations of the other City departments which generated them. The remaining balance sheet items are consolidated with these same funds in the Statement of Net Position.

However, internal service funds are still presented in total in the Fund financial statements, which includes the funds listed below.

FLEET SERVICES
Established to account for the maintenance and fueling of vehicles and related equipment in use by the City.

VEHICLE REPLACEMENT
Established to account for the acquisition of City vehicles. Replacement vehicles are purchased through this fund. New vehicles added to this fleet (not replacing an existing one) are considered Contributed Capital to the Vehicle Replacement fund.

INFORMATION SERVICES
Established to account for the acquisition, maintenance and upgrade of the City's computer operations.

RISK MANAGEMENT
Established to account for the self-insured and purchased insurance for the City's various types of insurance including liability, workers' compensation, unemployment, property, and employee bonds.

HEALTH BENEFITS
Established to account for the self-insured and purchased insurance for the City's various types of employee health insurance.

COMPENSATED ABSENCES
Established to account for the long-term portion of the compensated absences liability in the governmental funds.

BUILDING MAINTENANCE
Established to account for the repairs and maintenance for the City's owned/occupied buildings.

CITY OF VISALIA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
JUNE 30, 2025

	Fleet Services	Vehicle Replacement	Information Services	Risk Management
ASSETS				
Current Assets				
Cash and Investments	$ 609,926	$ 13,913,748	$ 7,819,676	$ 15,228,199
Accounts and Interest Receivables	7,854	-	-	3,926
Supplies	1,186,865	-	-	-
Total Current Assets	1,804,645	13,913,748	7,819,676	15,232,125
Non-Current Assets				
Restricted Cash and Investments				
Cash Held by Trustee	-	-	-	456,051
Capital Assets				
Building	654,910	-	-	-
Improvements Other Than Buildings	211,545	-	7,240	-
Machinery, Equipment and Vehicles	473,900	27,225,974	15,356,683	-
Construction in Progress	1,614	3,449,889	66,515	-
Right-to-use subscription asset (SBITA)	119,665	-	1,283,519	-
Accumulated Depreciation and Amortization	(1,179,794)	(16,144,354)	(11,646,029)	-
Total Non-Current Assets	281,840	14,531,509	5,067,928	456,051
Total Assets	2,086,485	28,445,257	12,887,604	15,688,176
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related	656,326	-	893,807	242,980
Total Deferred Outflows of Resources	656,326	-	893,807	242,980
LIABILITIES				
Current Liabilities				
Accounts, Interest, and Contracts Payable	325,492		60,411	2,416,309
Accrued Personnel Costs	-	-	-	-
Current Portion of Long-Term Liabilities:				
Compensated Absences	-	-	-	-
Liability for SBITA Lease (Note 7)	28,092	-	145,483	-
Liability for Self-Insurance Claims	-	-	-	836,897
Total Current Liabilities	353,584	-	205,894	3,253,206
Non-Current Liabilities				
Non-current Portion of Long-term Liabilities:				
Compensated Absences	-	-	-	-
Liability for SBITA Lease (Note 7)	66,075	-	187,631	-
Liability for Self-Insurance Claims	-	-	-	11,183,382
Net Pension Liability	2,815,540	-	3,834,292	1,042,347
Total Non-Current Liabilities	2,881,615	-	4,021,923	12,225,729
Total Liabilities	3,235,199	-	4,227,817	15,478,935
DEFERRED INFLOWS OF RESOURCES				
Pension Related	20,377	-	27,749	7,544
Total Deferred Inflows of Resources	20,377	-	27,749	7,544
NET POSITION				
Net Investment in Capital Assets	162,175	14,531,509	3,784,409	-
Restricted	-	20,013	26,276	456,051
Unrestricted (Deficit)	(674,940)	13,893,735	5,715,160	(11,374)
Total Net Position (Deficit)	$ (512,765)	$ 28,445,257	$ 9,525,845	$ 444,677

CITY OF VISALIA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION (Continued)
JUNE 30, 2025

	Health Benefits	Compensated Absences	Building Maintenance	Totals
ASSETS				
Current Assets				
Cash and Investments	$ 7,100,305	$ 11,333,795	$ 808,887	$ 56,814,536
Accounts and Interest Receivables	64,377	-	-	76,157
Supplies	-	-	-	1,186,865
Total Current Assets	7,164,682	11,333,795	808,887	58,077,558
Non-Current Assets				
Restricted Cash and Investments				
Cash Held by Trustee	60,700	-	-	516,751
Capital Assets				
Building	-	-	-	654,910
Improvements Other Than Buildings	-	-	-	218,785
Machinery, Equipment and Vehicles	-	-	-	43,056,557
Construction in Progress	-	-	-	3,518,018
Right-to-use subscription asset (SBITA)	-	-	-	1,403,184
Accumulated Depreciation and Amortization	-	-	-	(28,970,177)
Total Non-Current Assets	60,700	-	-	20,398,028
Total Assets	7,225,382	11,333,795	808,887	78,475,586
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related	-	-	-	1,793,113
Total Deferred Outflows of Resources	-	-	-	1,793,113
LIABILITIES				
Current Liabilities				
Accounts, Interest, and Contracts Payable	82,366	-	-	2,884,578
Accrued Personnel Costs	15,512	-	-	15,512
Current Portion of Long-Term Liabilities:				
Compensated Absences	-	1,129,292	-	1,129,292
Liability for SBITA Lease (Note 7)	-	-	-	173,575
Liability for Self-Insurance Claims	101,800	-	-	938,697
Total Current Liabilities	199,678	1,129,292	-	5,141,654
Non-Current Liabilities				
Non-current Portion of Long-term Liabilities:				
Compensated Absences	-	10,204,503	-	10,204,503
Liability for SBITA Lease (Note 7)	-	-	-	253,706
Liability for Self-Insurance Claims	-	-	-	11,183,382
Net Pension Liability	-	-	-	7,692,179
Total Non-Current Liabilities	-	10,204,503	-	29,333,770
Total Liabilities	199,678	11,333,795	-	34,475,424
DEFERRED INFLOWS OF RESOURCES				
Pension Related	-	-	-	55,670
Total Deferred Inflows of Resources	-	-	-	55,670
NET POSITION				
Net Investment in Capital Assets	-	-	-	18,478,093
Restricted	60,700	-	-	563,040
Unrestricted (Deficit)	6,965,004	-	808,887	26,696,472
Total Net Position (Deficit)	$ 7,025,704	$ -	$ 808,887	$ 45,737,605

CITY OF VISALIA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2025

	Fleet Services	Vehicle Replacement	Information Services	Risk Management
OPERATING REVENUES				
Service Charges and Fees	$ 9,313,229	$ 1,662,225	$ 2,696,913	$ 7,398,884
OPERATING EXPENSES				
Salaries, Wages and Employee Benefits	1,905,424	-	1,891,172	419,431
Maintenance and Operations	7,018,013	38,178	1,326,733	705,506
Insurance Premiums and Loss Provisions	-	-	-	11,985,813
Depreciation and Amortization	38,851	1,599,217	1,191,379	-
Total Operating Expenses	8,962,288	1,637,395	4,409,284	13,110,750
Operating Income (Loss)	350,941	24,830	(1,712,371)	(5,711,866)
NONOPERATING REVENUES (EXPENSES)				
Interest Income	194	729,004	410,876	1,020,556
Interest (Expense)	(36,039)	-	(4,000)	-
Other Income	9,417	47,003	816,293	591,553
Other (Expenses)	-	(105,547)	-	-
Total Nonoperating Revenues (Expenses)	(26,428)	670,460	1,223,169	1,612,109
Income (Loss) Before Contributions and Transfers	324,513	695,290	(489,202)	(4,099,757)
CONTRIBUTIONS AND TRANSFERS				
Grants and Contributions	-	1,592,624	277,126	-
Transfers In	-	-	-	-
Transfers Out	(106,120)	(24,082)	(122,916)	(5,017,941)
Net Contributions and Transfers	(106,120)	1,568,542	154,210	(5,017,941)
CHANGE IN NET POSITION	218,393	2,263,832	(334,992)	(9,117,698)
NET POSITION (DEFICIT)				
Net Position - Beginning of Year	(731,158)	26,181,425	9,860,837	9,562,375
Restatement - Change in Accounting Principle	-	-	-	-
Net Position - Beginning of Year, As Restated	(731,158)	26,181,425	9,860,837	9,562,375
Net Position - End of Year	$ (512,765)	$ 28,445,257	$ 9,525,845	$ 444,677

CITY OF VISALIA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Health Benefits	Compensated Absences	Building Maintenance	Totals
OPERATING REVENUES				
Service Charges and Fees	$ 16,548,855	$ -	$ -	$ 37,620,106
OPERATING EXPENSES				
Salaries, Wages and Employee Benefits	-	-	-	4,216,027
Maintenance and Operations	380,326	2,970	371	9,472,097
Insurance Premiums and Loss Provisions	15,613,352	-	-	27,599,165
Depreciation and Amortization	-	-	-	2,829,447
Total Operating Expenses	15,993,678	2,970	371	44,116,736
Operating Income (Loss)	555,177	(2,970)	(371)	(6,496,630)
NONOPERATING REVENUES (EXPENSES)				
Interest Income	369,902	355,778	44,474	2,930,784
Interest (Expense)	-	-	-	(40,039)
Other Income	6,310	-	-	1,470,576
Other (Expenses)	-	-	-	(105,547)
Total Nonoperating Revenues (Expenses)	376,212	355,778	44,474	4,255,774
Income (Loss) Before Contributions and Transfers	931,389	352,808	44,103	(2,240,856)
CONTRIBUTIONS AND TRANSFERS				
Grants and Contributions	-	-	-	1,869,750
Transfers In	-	4,694,231	-	4,694,231
Transfers Out	-	(352,808)	-	(5,623,867)
Net Contributions and Transfers	-	4,341,423	-	940,114
CHANGE IN NET POSITION	931,389	4,694,231	44,103	(1,300,742)
NET POSITION (DEFICIT)				
Net Position - Beginning of Year	6,094,315	-	764,784	51,732,578
Restatement - Change in Accounting Principle	-	(4,694,231)	-	(4,694,231)
Net Position - Beginning of Year, As Restated	6,094,315	(4,694,231)	764,784	47,038,347
Net Position - End of Year	$ 7,025,704	$ -	$ 808,887	$ 45,737,605

CITY OF VISALIA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED JUNE 30, 2025

	Fleet Services	Vehicle Replacement	Information Services	Risk Management
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers	$ 9,322,895	$ 1,894,488	$ 3,513,206	$ 7,986,511
Cash Payments to Suppliers for Services	(6,762,294)	(143,725)	(1,437,962)	(7,159,372)
Cash Payments to Employees for Services	(1,775,147)	-	(1,835,137)	(545,348)
Net Cash Provided by (Used in) Operating Activities	785,454	1,750,763	240,107	281,791
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers In	-	-	-	-
Transfers Out	(106,120)	(24,082)	(122,916)	(5,017,941)
Net Cash Provided by Noncapital Financing Activities	(106,120)	(24,082)	(122,916)	(5,017,941)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition of Capital Assets	(57,761)	(4,290,020)	(331,551)	-
Grants and Contributions	-	1,592,624	277,126	-
Interest Expense	(36,039)	-	(4,000)	-
Net Cash (Used in) Capital and Related Financing Activities	(93,800)	(2,697,396)	(58,425)	-
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Earnings	194	729,004	410,876	1,020,556
Net Cash Provided by Investing Activities	194	729,004	410,876	1,020,556
Net Increase (Decrease) in Cash and Cash Investments	585,728	(241,711)	469,642	(3,715,594)
Cash and Cash Investments at Beginning of Year	24,198	14,155,459	7,350,034	19,399,844
Cash and Cash Investments at End of Year	$ 609,926	$ 13,913,748	$ 7,819,676	$ 15,684,250
Consisting of:				
Unrestricted	$ 609,926	$ 13,913,748	$ 7,819,676	$ 15,228,199
Restricted	-	-	-	456,051
Total Cash and Investments	$ 609,926	$ 13,913,748	$ 7,819,676	$ 15,684,250
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:				
Operating Income (Loss)	$ 350,941	$ 24,830	$ (1,712,371)	$ (5,711,866)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:				
Depreciation and amortization	38,851	1,599,217	1,191,379	-
Operating income and cash flow category classification differences	9,417	(58,544)	816,293	591,553
Net Change in Assets and Liabilities:				
Accounts and Interest Receivable	249	-	-	(3,926)
Supplies	326,237	-	-	-
Prepaid Expenses	-	-	-	-
Accounts Payable and Contract Payable	(108,290)	185,260	(444,343)	2,320,645
Deferred Outflows Pension	171,958	-	251,712	123,949
Deferred Inflow Pension	(41,681)	-	(58,078)	(19,948)
Accrued Personnel Costs	-	-	-	-
Compensated Absences	-	-	-	-
Other Liability	94,167	-	333,114	-
Pension Liability	(56,395)	-	(137,599)	(229,918)
Liability for Self-Insurance Claims	-	-	-	3,211,302
Net Cash Provided by (Used in) Operating Activities	$ 785,454	$ 1,750,763	$ 240,107	$ 281,791
Noncash investing, capital and financing activities				
SBITA liability for the acquisition of right-to-use assets	$ 119,665		$ 479,758	
Total noncash investing, capital and financing activities	$ 119,665		$ 479,758	

CITY OF VISALIA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS (Continued)
FOR THE YEAR ENDED JUNE 30, 2025

	Health Benefits	Compensated Absences	Building Maintenance	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers	$ 16,508,622	$ 5,215,792	$ -	$ 44,441,514
Cash Payments to Suppliers for Services	(14,867,948)	(2,970)	(371)	(30,374,642)
Cash Payments to Employees for Services	-	-	-	(4,155,632)
Net Cash Provided by (Used in) Operating Activities	1,640,674	5,212,822	(371)	9,911,240
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers In	-	4,694,231	-	4,694,231
Transfers Out	-	(352,808)	-	(5,623,867)
Net Cash Provided by Noncapital Financing Activities	-	4,341,423	-	(929,636)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition of Capital Assets	-	-	-	(4,679,332)
Grants and Contributions	-	-	-	1,869,750
Interest Expense	-	-	-	(40,039)
Net Cash (Used in) Capital and Related Financing Activities	-	-	-	(2,849,621)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Received	369,902	355,778	44,474	2,930,784
Net Cash Provided by Investing Activities	369,902	355,778	44,474	2,930,784
Net Increase (Decrease) in Cash and Cash Investments	2,010,576	9,910,023	44,103	9,062,767
Cash and Cash Investments at Beginning of Year	5,150,429	1,423,772	764,784	48,268,520
Cash and Cash Investments at End of Year	$ 7,161,005	$ 11,333,795	$ 808,887	$ 57,331,287
Consisting of:				
Unrestricted	$ 7,100,305	$ 11,333,795	$ 808,887	$ 56,814,536
Restricted	60,700	-	-	516,751
Total Cash and Investments	$ 7,161,005	$ 11,333,795	$ 808,887	$ 57,331,287
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:				
Operating Income (Loss)	$ 555,177	$ (2,970)	$ (371)	$ (6,496,630)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:				
Depreciation and amortization	-	-	-	2,829,447
Operating income and cash flow category classification differences	6,310	-	-	1,365,029
Net Change in Assets and Liabilities:				
Accounts and Interest Receivable	(46,543)	-	-	(50,220)
Supplies	-	-	-	326,237
Prepaid Expenses	1,072,769	-	-	1,072,769
Accounts Payable and Contract Payable	35,088	-	-	1,988,360
Deferred Outflows Pension	-	-	-	547,619
Deferred Inflow Pension	-	-	-	(119,707)
Accrued Personnel Costs	9,673			9,673
Compensated Absences	-	5,215,792	-	5,215,792
Other Liability	-	-	-	427,281
Pension Liability	-	-	-	(423,912)
Liability for Self-Insurance Claims	8,200	-	-	3,219,502
Net Cash Provided by (Used in) Operating Activities	$ 1,640,674	$ 5,212,822	$ (371)	$ 9,911,240
Noncash investing, capital and financing activities				
SBITA liability for the acquisition of right-to-use assets				$ 599,423
Total noncash investing, capital and financing activities				$ 599,423

VISALIA

CUSTODIAL FUNDS

VISALIA

CUSTODIAL FUNDS

GASB Statement No. 84 requires that Custodial Funds be presented separately from the government-wide and Fund financial statements.

Custodial funds account for resources held by the City in custodial capacity for individuals, other governmental units and non-public organizations.

Property and Business Improvement District #5 (PBID)
The City collects the district assessments on real property in the district to improve the district. The effective dates for the district are January 1, 2020 through December31, 2029.

Village West Improvement District (Village West)
The City collects the district assessments on real property in the district to repay bonds for the repair of a private street.

Orchard Walk Underground Utilities District (Orchard Walk)
The City collects the district assessments on real property in the district to pay for underground utilities.

Atwood Water Main Assessment District (Atwood)
The City collects the district assessments on real property in the district to repay bonds issued for the connection to the Cal Water main extension.

Laura Water Main Assessment District (Laura)
The City collects the district assessments on real property in the district to repay bonds issued for the connection to the Cal Water main extension.

Visalia Tourism & Marketing District (VTMD)
The City collects the district assessments on room nights in the district to pay for promotion of travel and tourism specific to Visalia.

CITY OF VISALIA
COMBINING STATEMENTS OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
JUNE 30, 2025

	PBID # 5	Village West	Orchard Walk	Atwood	Laura	VTMD	Total Custodial Funds
ASSETS							
Cash and Investments (Note 3)	$546,497	$ 3	$ 80,964	$ -	$ -	$ 85,622	$ 713,086
Accounts Receivable	-	-	-	91,430	64,548	-	155,978
District Assessment Receivable	24,649	-	-	1,224	-	-	25,873
Total Assets	571,146	3	80,964	92,654	64,548	85,622	894,937
LIABILITIES							
Accounts, Interest, and Contracts Payable	-	-	-	-	-	81,630	81,630
Deposits	-	-	-	20,000	21,124	-	41,124
Due to City	-	-	-	67,543	38,280	-	105,823
Total Liabilities	-	-	-	87,543	59,404	81,630	228,577
NET POSITION (DEFICIT)							
Restricted for:							
Individuals, Organizations, and Other Governments	$571,146	$ 3	$ 80,964	$ 5,111	$ 5,144	$ 3,992	$ 666,360

CITY OF VISALIA
COMBINING STATEMENTS OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
FOR THE YEAR ENEDED JUNE 30, 2025

	PBID # 5	Village West	Orchard Walk	Atwood	Laura	VTMD	Total Custodial Funds
Additions							
Use of Money and Property	$ 34,929	$ 117	$ 3,706	$ -	$ -	$ -	$ 38,752
Revenue from District Assessments	447,796	-	-	-	-	566,795	1,014,591
Miscellaneous Revenue	226,715	-	52,062	12,241	7,780	-	298,798
Total Additions	709,440	117	55,768	12,241	7,780	566,795	1,352,141
Deductions							
Obligation Requirements							
Interest on Bonds and Notes Payable	-	-	7,062	2,544	1,613	-	11,219
Total Obligation Requirements	-	-	7,062	2,544	1,613	-	11,219
Administrative Expenses	738	-	261	110	108	5,669	6,886
Total Administrative Expenses	738	-	261	110	108	5,669	6,886
Distribution of District Assessment	665,000	-	-	-	-	644,337	1,309,337
Principal on Bonds and Notes Payable	-	-	45,000	9,587	6,079	-	60,666
Total Distribution of District Assessment	665,000	-	45,000	9,587	6,079	644,337	1,370,003
Total Deductions	665,738	-	52,323	12,241	7,800	650,006	1,388,108
Change in Net Position	43,702	117	3,445	-	(20)	(83,211)	(35,967)
Net Position - Beginning of Year	527,444	(114)	77,519	5,111	5,164	87,203	702,327
Net Position (Deficit) - End of Year	$ 571,146	$ 3	$ 80,964	$ 5,111	$ 5,144	$ 3,992	$ 666,360

VISALIA

Statistical Section

(Unaudited)

VISALIA

Statistical Section

This part of the City of Visalia's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City of Visalia's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the City of Visalia's significant revenue sources, property tax and sales tax.

Debt Capacity

These schedules present information to help the reader assess the affordability of the City of Visalia's current levels of outstanding debt and the City of Visalia's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City of Visalia's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City of Visalia's financial report relates to the services the City of Visalia provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Report for the relevant year.

CITY OF VISALIA
NET POSITION BY COMPONENT
ACCRUAL BASIS OF ACCOUNTING
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2016	2017	2018	2019
Governmental Activities:				
Net Investment in Capital Assets	$ 288,048	$ 312,172	$ 325,420	$ 324,799
Restricted	56,417	56,984	69,608	79,763
Unrestricted	12,676	17,877	22,633	35,203
Total Governmental Activities Net Position	$ 357,141	$ 387,033	$ 417,661	$ 439,765
Business-type Activities:				
Net Investment in Capital Assets	$ 242,950	$ 266,867	$ 271,696	$ 269,444
Restricted	45,202	16,732	12,785	11,368
Unrestricted	24,631	63,975	89,290	93,039
Total Business-type Activities Net Position	$ 312,783	$ 347,574	$ 373,771	$ 373,851
Primary Government:				
Net Investment in Capital Assets	$ 530,998	$ 579,039	$ 597,116	$ 594,243
Restricted	101,619	73,716	82,393	91,131
Unrestricted (Deficit)	37,307	81,852	111,923	128,242
Total Primary Government Net Position	$ 669,924	$ 734,607	$ 791,432	$ 813,616

Fiscal Year						
2020	2021	2022	2023	2024	2025
$ 335,920	$ 341,796	$ 344,300	$ 367,404	$ 391,773	$ 422,591
94,930	130,726	159,684	182,830	254,246	282,162
38,351	45,014	81,583	97,330	69,653	93,671
$ 469,201	$ 517,536	$ 585,567	$ 647,564	$ 715,672	$ 798,424
$ 270,985	$ 277,874	$ 276,505	$ 272,712	$ 275,042	$ 279,488
20,325	12,887	10,995	16,765	11,479	18,851
104,952	126,266	141,742	152,362	171,661	175,622
$ 396,262	$ 417,027	$ 429,242	$ 441,839	$ 458,182	$ 473,961
$ 606,905	$ 619,670	$ 620,805	$ 640,116	$ 666,815	$ 702,079
115,255	143,613	170,679	199,595	265,725	301,013
143,303	171,280	223,325	249,692	241,314	269,293
$ 865,463	$ 934,563	$ 1,014,809	$ 1,089,403	$ 1,173,854	$ 1,272,385

CITY OF VISALIA
CHANGES IN NET POSITION
ACCRUAL BASIS OF ACCOUNTING
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2016	2017	2018	2019
Expenses:				
Governmental Activities:				
General Government	$ 4,262	$ 3,653	$ 5,778	$ 4,951
Community Development	4,768	3,570	2,028	6,098
Housing & Community Grants	-	-	-	-
Public Safety				
Police	31,182	34,737	38,720	39,996
Fire	15,331	16,948	16,881	17,371
Public Works	24,526	19,270	19,579	15,155
Parks & Recreation	799	3,988	4,820	5,540
Community Services	-	-	-	-
Interest on Long-Term Debt	702	561	508	471
Total Governmental Activities Expenses	81,570	82,727	88,314	89,582
Business-type Activities:				
Convention Center	5,822	5,525	5,517	4,952
Airport	2,219	1,999	2,017	2,199
Valley Oaks Golf	2,502	2,426	1,571	-
Wastewater and Storm Sewer Maintenance	19,836	23,845	18,488	21,031
Solid Waste	16,309	17,422	18,847	24,168
Transit	14,772	14,726	18,360	20,408
Baseball	342	329	354	350
Animal Control	1,881	2,490	1,993	1,908
Building Safety	2,306	3,103	3,303	3,303
Total Business-Type Activities Expenses	65,989	71,865	70,450	78,319
Total Primary Government Expenses	147,559	154,592	158,764	167,901
Program Revenues:				
Governmental Activities:				
Charges for Services:				
General Government	653	717	794	1,247
Community Development	2,142	2,122	1,955	1,788
Housing & Community Grants	-	-	-	-
Public Safety				
Police	2,804	2,716	2,636	3,055
Fire	1,256	1,492	1,875	1,678
Public Works	10,011	10,736	11,344	12,286
Parks & Recreation	3,468	3,321	3,509	4,140
Community Services	-	-	-	-
Operating Grants and Contributions	3,660	3,118	2,619	2,648
Capital Grants and Contributions	9,625	14,635	9,206	12,022
Total Governmental Activities Program Revenues	$ 33,619	$ 38,857	$ 33,938	$ 38,864

In 2020 the City seperated the Housing & Community Grants from Community Development.
In 2020 the City renamed the Parks & Recreation department to Community Services Department.
In 2024 the City renamed the Community Services Department to the Parks & Recreation Department.

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 7,404	$ 6,883	$ 2,237	$ 7,009	$ 6,393	$ 7,331
2,477	2,741	(3,942)	3,388	12,963	8,363
1,667	2,751	2,182	2,936	13,395	11,882
44,992	44,431	41,081	49,059	53,384	62,253
19,000	19,745	20,380	22,699	24,442	26,079
20,424	12,224	19,717	19,949	12,937	20,372
-	-	-	-	14,813	18,002
12,146	11,271	14,827	14,074	-	-
450	401	362	370	362	324
108,560	100,447	96,844	119,484	138,689	154,606
4,300	2,360	1,180	4,675	4,108	4,612
2,127	3,119	2,545	2,755	2,359	2,502
-	-	-	-	-	-
25,263	25,541	28,133	28,439	31,204	38,148
18,963	19,212	21,658	20,938	22,946	26,353
17,837	17,263	19,791	21,496	19,773	27,773
221	243	-	-	-	-
2,003	1,927	1,935	1,970	2,439	2,482
3,490	3,411	3,099	3,742	3,751	3,407
74,204	73,076	78,341	84,015	86,580	105,277
182,764	173,523	175,185	203,499	225,269	259,883
896	1,110	1,381	1,154	1,181	1,821
1,283	871	1,206	782	1,837	3,820
23	22	22	39	68	67
3,126	2,953	2,818	2,983	4,335	4,756
1,620	1,654	2,142	1,960	2,346	2,801
10,459	11,303	15,791	12,357	9,220	15,776
-	-	-	-	9,418	10,493
7,778	7,957	10,395	9,815	-	-
5,083	6,064	6,269	7,728	20,302	30,841
11,765	12,148	10,618	14,873	14,271	22,448
$ 42,033	$ 44,082	$ 50,642	$ 51,691	$ 62,978	$ 92,823

CITY OF VISALIA
CHANGES IN NET POSITION
ACCRUAL BASIS OF ACCOUNTING
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2016	2017	2018	2019
Business-Type Activities:				
Charges for Services:				
Convention Center	$ 3,587	$ 3,483	$ 3,657	$ 2,967
Airport	1,925	1,710	1,817	1,701
Valley Oaks Golf	2,405	2,372	1,337	-
Wastewater and Storm Sewer Maintenance	26,033	26,822	27,060	28,057
Solid Waste	18,852	19,831	20,216	19,225
Transit	6,004	4,969	5,055	5,000
Baseball	18	51	68	50
Animal Control	430	487	441	573
Building Safety	3,873	3,741	3,465	3,959
Operating Grants and Contributions	4,183	14,050	16,499	12,987
Capital Grants and Contributions	17,291	21,188	12,160	5,093
Total Business-Type Activities Program Revenues	84,601	98,704	91,775	79,612
Total Primary Government Program Revenues	118,220	137,561	125,713	118,476
Net Revenues (Expenses):				
Governmental Activities	(47,951)	(43,870)	(54,376)	(50,718)
Business-Type Activities	18,612	26,839	21,325	1,293
Total Net Revenues (Expenses)	(29,339)	(17,031)	(33,051)	(49,425)
General Revenues and Other Changes in Net Position:				
Governmental Activities:				
Taxes:				
Sales Taxes	36,145	44,574	54,104	58,561
Property Taxes	26,810	22,429	23,687	25,076
Transient Occupancy Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Business License Taxes	-	-	-	-
Other Taxes	7,638	7,800	8,341	8,663
Investment Earnings	725	1,074	1,409	4,064
Gain from Sale of Capital Assets	7	3	1	-
Miscellaneous	2,563	1,944	1,504	1,704
Transfers and Extraordinary Items	(4,138)	(3,869)	(4,140)	(3,785)
Total Governmental Activities	69,750	73,955	84,906	94,283
Business-Type Activities:				
Investment Earnings	576	690	872	4,024
Miscellaneous	3,439	3,478	3,431	2,344
Transfers	4,138	3,869	4,140	3,785
Total Business-Type Activities	8,153	8,037	8,443	10,153
Total Primary Government	77,903	81,992	93,349	104,436
Changes in Net Position:				
Governmental Activities	21,799	30,085	30,530	43,565
Business-Type Activities	26,765	34,876	29,768	11,446
Total Primary Government	$ 48,564	$ 64,961	$ 60,298	$ 55,011

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 1,882	$ 505	$ 1,547	$ 1,770	$ 2,079	$ 2,274
1,616	1,775	2,313	2,282	2,400	2,371
-	-	-	-	-	-
27,479	27,744	30,975	30,013	32,164	33,890
19,457	20,564	21,574	21,505	23,585	23,470
5,081	3,623	5,161	5,838	5,434	6,297
4	-	-	-	-	-
580	646	636	564	632	927
4,520	4,934	5,771	5,133	3,490	4,040
15,949	15,455	14,030	16,395	9,364	16,840
7,650	12,093	7,045	2,965	5,354	10,668
84,218	87,339	89,052	86,465	84,502	100,777
126,251	131,421	139,694	138,156	147,480	193,600
(66,527)	(56,365)	(46,202)	(67,793)	(75,711)	(61,783)
10,014	14,263	10,711	2,450	(2,078)	(4,500)
(56,513)	(42,102)	(35,491)	(65,343)	(77,789)	(66,283)
60,351	70,926	82,151	85,969	85,984	85,140
26,297	27,875	29,810	31,727	34,476	37,244
-	-	-	4,533	4,790	5,002
-	-	-	3,707	4,017	3,233
-	-	-	3,752	3,513	3,562
7,987	9,275	10,714	-	-	-
4,614	1,311	(5,351)	3,711	14,735	19,083
-	-	-	-	-	-
1,387	1,056	1,196	1,023	925	1,146
(4,489)	(4,018)	(3,836)	(4,894)	(4,621)	(5,182)
96,147	106,425	114,684	129,528	143,819	149,228
4,345	674	(5,026)	2,185	10,114	13,061
2,939	1,810	3,356	3,068	3,687	2,939
4,489	4,018	3,836	4,894	4,621	5,182
11,773	6,502	2,166	10,147	18,422	21,182
107,920	112,927	116,850	139,675	162,241	170,410
29,620	50,060	68,482	61,735	68,108	87,446
21,787	20,765	12,876	12,597	16,343	16,681
$ 51,407	$ 70,825	$ 81,358	$ 74,332	$ 84,451	$ 104,127

CITY OF VISALIA
FUND BALANCES OF GOVERNMENTAL FUNDS
MODIFIED ACCRUAL BASIS OF ACCOUNTING
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2016	2017	2018	2019
General Fund:				
Nonspendable	$ 357	$ 1,346	$ 1,365	$ 1,125
Restricted	-	1,193	-	-
Committed	28,018	19,805	21,921	15,344
Assigned	18,781	21,857	24,981	25,215
Unassigned	4,787	9,612	10,214	9,753
Total General Fund	51,943	53,813	58,481	51,437
All Other Governmental Funds:				
Nonspendable	-	47	815	-
Restricted	50,857	51,465	54,253	68,188
Committed	15,903	9,582	18,233	31,924
Assigned	1,243	1,243	1,632	1,632
Unassigned (Deficit)	(11,627)	(5,393)	(6,005)	(3,925)
Total All Other Governmental Funds	56,376	56,944	68,928	97,819
Total Governmental Fund Balance	$ 108,319	$ 110,757	$ 127,409	$ 149,256

Fiscal Year						
2020	2021	2022	2023	2024	2025	
$ 678	$ 3,480	$ 1,564	$ 3,498	$ 2,138	$ 1,974	
-	-	-	-	-	18,334	
16,239	16,609	17,559	20,805	23,610	25,403	
30,278	27,629	27,939	27,968	33,162	38,238	
5,497	5,428	6,731	3,142	186	2,655	
52,692	53,146	53,793	55,413	59,096	86,604	
-	-	-	-	-	-	
91,088	144,003	210,248	189,403	215,861	240,679	
30,259	36,280	14,099	57,720	75,785	81,958	
1,168	848	301	1,654	1,687	1,795	
(4,475)	(31)	(989)	(737)	(384)	(85)	
118,040	181,100	223,659	248,040	292,949	324,347	
$ 170,732	$ 234,246	$ 277,452	$ 303,453	$ 352,045	$ 410,951	

CITY OF VISALIA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
MODIFIED ACCRUAL BASIS OF ACCOUNTING
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2016	2017	2018	2019
Revenues:				
Sales Tax	$ 36,144	$ 44,575	$ 54,104	$ 58,561
Property Tax	26,880	22,370	23,694	25,048
Other Taxes	7,608	7,681	8,272	8,619
Subventions and Grants	13,286	14,160	10,355	13,505
Licenses and Permits	87	81	88	95
Fees and Fines	10,520	10,552	10,991	12,267
Use of Money and Property	1,133	1,522	1,843	4,470
Charges for Current Services	7,014	7,859	8,367	8,692
Miscellaneous	2,477	2,578	2,260	2,999
Total Revenues	105,149	111,378	119,974	134,256
Expenditures				
Current:				
General Government	3,102	3,335	3,913	3,049
Community Development	5,119	5,245	5,272	6,052
Community Services	3,231	3,531	3,510	3,988
Housing & Community Grants	-	-	-	-
Public Safety:				
Police	31,728	33,378	35,382	38,446
Fire	15,070	15,855	16,160	17,115
Parks & Recreation	-	-	-	-
Public Works	8,958	8,874	9,053	8,966
Capital Outlay	32,435	34,136	24,248	27,031
Debt Service:				
Principal Retirement	1,178	1,321	1,364	1,136
Interest and Fiscal Charges	694	548	507	465
Total Expenditures	101,515	106,223	99,409	106,248
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,634	5,155	20,565	28,008
Other Financing Sources (Uses):				
Sales of Real Property	655	1,465	113	517
Proceeds from Sale of Capital	7	3	1	1
Subscription Assets Acquired	-	-	-	-
Issuance of Debt - Leases Acquired	-	-	-	-
Issuance of Debt	13,121	-	-	-
Bond Premium	785	-	-	-
Transfers In	2,070	8,373	3,272	9,509
Transfers Out	(6,304)	(12,365)	(7,398)	(13,125)
Total Other Financing Sources (Uses)	10,334	(2,524)	(4,012)	(3,098)
Extraordinary Items	-	-	-	-
Net Change in Fund Balances	$ 13,968	$ 2,631	$ 16,553	$ 24,910
Debt Service as a Percentage of Noncapital Expenditures [1]	2.4%	2.3%	2.3%	2.0%

[1] The calculation of debt service as a percentage of noncapital expenditures excludes capital outlays.
In 2020 the City separated the Housing & Community Grants from Community Development.
In 2020 the City renamed the Parks & Recreation department to Community Services Department.

Fiscal Year						
2020	2021	2022	2023	2024	2025	
$ 60,350	$ 70,926	$ 82,151	$ 84,617	$ 86,676	$ 85,801	
26,282	27,885	29,726	31,769	34,381	37,081	
8,020	9,290	10,868	11,771	12,368	11,676	
14,829	17,865	14,689	20,859	33,329	51,419	
84	73	57	97	60	58	
13,929	14,264	17,382	13,106	15,415	17,739	
4,841	1,479	(4,977)	4,056	15,152	19,775	
8,374	8,117	10,530	9,441	9,804	12,884	
2,208	1,754	2,780	2,151	1,742	2,335	
138,917	151,653	163,206	177,867	208,927	238,768	
3,944	4,610	3,600	4,546	4,022	4,240	
2,114	2,552	3,135	3,131	6,150	7,102	
10,501	9,736	11,825	12,645	-	-	
753	2,269	947	2,637	1,859	2,907	
41,638	42,420	44,792	47,580	48,603	56,237	
17,360	18,678	20,542	22,135	21,846	24,452	
-	-	-	-	12,673	14,496	
5,400	5,305	5,881	6,723	5,735	7,118	
29,900	19,298	21,389	39,293	53,280	57,223	
895	882	1,041	1,729	1,601	1,978	
437	397	362	346	328	284	
112,942	106,147	113,514	140,765	156,097	176,037	
25,975	45,506	49,692	37,102	52,830	62,731	
-	1,028	1,386	173	-	-	
16	3	47	1	-	18	
-	-	-	-	2,187	393	
-	-	-	73	17	16	
-	-	-	-	-	-	
-	-	-	-	-	-	
8,482	13,700	15,959	11,748	20,107	33,043	
(12,813)	(17,697)	(24,795)	(23,097)	(26,549)	(37,295)	
(4,315)	(2,966)	(7,403)	(11,102)	(4,238)	(3,825)	
-	-	-	-	-	-	
$ 21,660	$ 42,540	$ 42,289	$ 26,000	$ 48,592	$ 58,906	
1.5%	1.5%	1.4%	1.9%	1.6%	1.7%	

CITY OF VISALIA
DIRECT AND OVERLAPPING PROPERTY TAX RATES
LAST TEN FISCAL YEARS
(Rate per $100 of Assessed Value)

	Fiscal Year			
	2016	2017	2018	2019
City Direct Rate:				
City Basic Rate	$ 0.1150	$ 0.1150	$ 0.1150	$ 0.1150
Total City Direct Rate	0.1150	0.1150	0.1150	0.1150
Overlapping Rates:				
Visalia Unified School District	0.3068	0.3068	0.3068	0.3068
College of The Sequoias	0.0537	0.0537	0.0537	0.0537
County of Tulare	0.1834	0.1836	0.1825	0.1825
Tulare County Schools	0.0248	0.0248	0.0248	0.0248
Tulare County Flood Control District	0.0022	0.0022	0.0021	0.0021
Air Pollution Control District	0.0004	0.0004	0.0004	0.0004
Library Fund	0.0158	0.0158	0.0157	0.0157
Memorial District	0.0016	0.0016	0.0016	0.0016
Cemetery District	0.0011	0.0011	0.0011	0.0011
Delta Vector Control District	0.0142	0.0142	0.0141	0.0141
Kaweah Delta Hospital	0.0096	0.0096	0.0096	0.0096
Kaweah Delta Water District	0.0289	0.0289	0.0289	0.0289
Education Revenue Augmentation	0.2430	0.2426	0.2438	0.2438
Visalia Unified School District Bonds	0.0226	0.0270	0.0183	0.0225
Kaweah Delta Hospital Bonds	0.0237	0.0206	0.0198	0.0181
Kaweah Delta Water Assessment	0.0004	0.0003	0.0004	0.0004
Total Direct Rate[1]	$ 1.0472	$ 1.0482	$ 1.0386	$ 1.0411

NOTE:
In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

[1] The City's total direct tax rate varies by tax rate area. The rate provided comes from tax rate area 006-008 and is representative of other tax rate areas within the City.

Source: Tulare County Auditor Controller's Office

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 0.1150	$ 0.1150	$ 0.1150	$ 0.1540	$ 0.1535	$ 0.1535
0.1150	0.1150	0.1150	0.1540	0.1535	0.1535
0.3068	0.3068	0.3068	0.3068	0.3068	0.3068
0.0537	0.0537	0.0537	0.0537	0.0537	0.0537
0.1818	0.1820	0.1820	0.3722	0.3722	0.3722
0.0248	0.0248	0.0248	0.0248	0.0248	0.0248
0.0021	0.0021	0.0021	0.0055	0.0055	0.0055
0.0004	0.0004	0.0004	0.0004	0.0004	0.0004
0.0156	0.0156	0.0156	0.0174	0.0174	0.0174
0.0016	0.0016	0.0016	0.0020	0.0020	0.0020
0.0011	0.0011	0.0011	0.0018	0.0018	0.0018
0.0141	0.0141	0.0140	0.0237	0.0237	0.0237
0.0096	0.0096	0.0096	0.0096	0.0096	0.0096
0.0289	0.0289	0.0289	0.0289	0.0289	0.0289
0.2447	0.2445	0.2447	-	-	-
0.0225	0.0425	0.0350	0.0300	0.0400	0.0400
0.0181	0.0169	0.0180	0.0160	0.0160	0.0147
0.0003	0.0004	0.0004	-	-	-
$ 1.0411	$ 1.0600	$ 1.0537	$ 1.0468	$ 1.0563	$ 1.0550

CITY OF VISALIA
ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(In Thousands)

Fiscal Year Ended June 30	City			Total Direct Tax Rate [1]
	Secured	Unsecured	Taxable Assessed Value	
2016	$ 8,672,154	$ 438,480	$ 9,110,634	0.115%
2017	9,144,989	435,751	9,580,740	0.115%
2018	9,502,122	498,924	10,001,046	0.115%
2019	10,066,721	534,555	10,601,276	0.115%
2020	10,592,327	552,734	11,145,061	0.115%
2021	11,213,027	576,723	11,789,750	0.115%
2022	11,869,633	646,790	12,516,423	0.115%
2023	13,813,575	870,691	14,684,266	0.154%
2024	14,752,716	1,032,054	15,784,770	0.154%
2025	16,037,686	1,146,181	17,183,867	0.154%

NOTE:
In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, the property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

[1] The City's total direct tax rate varies by tax rate area. The rate provided comes from tax rate area 006-008 and is representative of other tax rate areas within the City.

Source: Tulare County Auditor Controller's Office

CITY OF VISALIA
PRINCIPAL PROPERTY TAX PAYERS
CURRENT YEAR AND NINE YEARS AGO
(In Thousands)

	2025			2016		
Taxpayer	Taxable Assessed Value	Percent Of Total City Taxable Assessed Value	Rank	Taxable Assessed Value	Percent Of Total City Taxable Assessed Value	Rank
California Dairies Inc.	$ 212,906	1.24%	1	-	-	-
CRP LDF Central Point CA LLC	186,640	1.09%	2	-	-	-
Canam Visalia LLC	147,104	0.86%	3	-	-	-
Amazon.com Services LLC	137,155	0.80%	4	-	-	-
3315 Kelsey LLC	133,404	0.78%	5	-	-	-
Pac West Diversified LP	97,277	0.57%	6	-	-	-
J Beast LP	65,000	0.38%	7	-	-	-
United Parcel Service Inc	79,985	0.47%	8			
BT-OH LLC	63,269	0.37%	9	-	-	-
Visalia Mall LP	62,508	0.36%	10	-	-	-
California Dairies Inc.	-	-	-	$ 184,312	2.02%	1
Imperial Bondware Corp.	-	-	-	61,893	0.68%	2
Target Corporation	-	-	-	50,446	0.55%	3
Perfection Pet Foods	-	-	-	45,515	0.50%	4
Visalia Mall LP	-	-	-	43,719	0.48%	5
VF Outdoor	-	-	-	37,559	0.41%	6
Bank of America	-	-	-	37,242	0.41%	7
VWR International LLC	-	-	-	36,947	0.41%	8
J Beast LP	-	-	-	36,067	0.40%	9
Cottonwood Fresno Holdings LLC	-	-	-	36,000	0.40%	10
Total Ten Largest Tax Payers	$ 1,185,248	6.90%		$ 569,700	6.25%	
All Other Tax Payers	$15,998,619	93.10%		$8,540,934	93.75%	
Total Assessed Valuation - All Tax Payers	$17,183,867	100.00%		$9,110,634	100.00%	

The amounts shown above include assessed value data for both the City and the Successor Agency.

Source: Tulare County Auditor-Controller

CITY OF VISALIA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(In Thousands)

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy	
		Amount	Percent of Levy
2016	$ 19,764	$ 19,764	100.00%
2017	20,337	20,337	100.00%
2018	21,211	21,211	100.00%
2019	22,495	22,495	100.00%
2020	23,649	23,649	100.00%
2021	25,137	25,137	100.00%
2022	25,185	25,185	100.00%
2023	28,768	28,768	100.00%
2024	30,937	30,937	100.00%
2025	33,436	33,436	100.00%

Source: Tulare County Auditor-Controller

Note: In 2022-23, Tulare County implemented a new financial and reporting system.

CITY OF VISALIA
HISTORICAL SALES AND USE TAX RATES

		Statewide Base Sales and Use Tax Rate						
Effective Date	End Date	State Jurisdiction	Local Transportation Fund	Local City Rate (1)	City Rate Measure T	County Rate Measure R	City Rate Measure N	Combined Rate
08/01/1933	06/30/1935 (2)	2.50%						2.50%
07/01/1935	06/30/1943	3.00%						3.00%
07/01/1943	06/30/1949	2.50%						2.50%
07/01/1949	12/31/1961	3.00%		1.00%				4.00%
01/01/1962	07/31/1967	3.00%		1.00%				4.00%
08/01/1967	06/30/1972	4.00%	0.25%	1.00%				5.25%
07/01/1972	06/30/1973	3.75%	0.25%	1.00%				5.00%
07/01/1973	09/30/1973	4.75%	0.25%	1.00%				6.00%
10/01/1973	03/31/1974	3.75%	0.25%	1.00%				5.00%
04/01/1974	11/30/1989	4.75%	0.25%	1.00%				6.00%
12/01/1989	12/31/1990	5.00%	0.25%	1.00%				6.25%
01/01/1991	07/14/1991	4.75%	0.25%	1.00%				6.00%
07/15/1991	12/31/2000	6.00%	0.25%	1.00%				7.25%
01/01/2001	12/31/2001	5.75%	0.25%	1.00%				7.00%
01/01/2002	06/30/2004	6.00%	0.25%	1.00%				7.25%
07/01/2004	03/31/2007	6.25%	0.25%	0.75% (3)	0.25% (4)			7.50%
04/01/2007	03/31/2009	6.25%	0.25%	0.75%	0.25%	0.50% (5)		8.00%
04/01/2009	06/30/2011	7.25%	0.25%	0.75%	0.25%	0.50%		9.00%
07/01/2011	12/31/2012	6.25%	0.25%	0.75%	0.25%	0.50%		8.00%
01/01/2013	12/31/2016	6.50%	0.25%	0.75%	0.25%	0.50%		8.25%
01/01/2017	03/31/2017	6.00%	0.25%	1.00%	0.25%	0.50%		8.00%
04/01/2017	Current	6.00%	0.25%	1.00%	0.25%	0.50%	0.50% (6)	8.50%

NOTES:

(1) The Bradley-Burns Uniform Local Sales and Use Tax Law was encated in 1955. The law authorizes cities and counties to impose a sales and use tax. Effective January 1, 1962, all cities and counties have adopted ordinances for the State Board of Equalization to collect the local tax.

(2) Sales Tax only. The use tax was enacted effective July 1, 1935.

(3) In March 2004, a State ballot measure was passed issuing deficit reduction bonds for State purposes. Funding was provided effective July 1, 2004, by repealing 25% of the local 1% sales tax and then adopting a new 1/4 cent sales tax dedicated to the repayment of the deficit reduction bonds. Cities and counties would then be "made whole" by the State from increased property tax allocations via reduced contributions to ERAF. This "triple flip" is theoretically revenue-neutral, and as such, the effective rate for revenue purposes remains at 1%.

(4) In March 2004, the voters of the City of Visalia passed a sales tax override (Measure T) to increase public saftey in the community increasing the City rate by 1/4% ,effective July 1, 2004. The measure requires the City Manager to annually recertify the Measure T plan to the City Council. Additionally, the plan must be reafirrmed every 8 years by a 4 out of 5 City Council approval.

(5) In November 2006, voters in the County of Tulare approved a countywide sales tax measure (Measure R) giving the County a 1/2% rate increase which became effective April 1, 2007. The sales tax measure has a sunset period of 30 years. The revenue is earmarked for transportation projects with allocations as follows: 50% for regional projects, 35% goes to cities for their street programs, 14% for transportation enhancement programs, and 1% for administration.

(6) In November 2016, voters of the City of Visalia passed a 1/2 (half-cent) sales tax override (Measure N), effective April 1, 2017. The proceeds of this tax will provide the City with a reliable, ongoing, local source of funding for public safety, repairs and maintenance for streets, and maintenance of parks and trails.

Source:
(1)(2)(3) State Board of Equalization, State of California
(4)(5)(6) City of Visalia

CITY OF VISALIA
TAXABLE SALES TRANSACTIONS BY TYPE
2015-2024 CALENDAR YEARS
(Dollars in Thousands)

	2020[2]	2021[2]	2022[2]	2023[2]	2024[2]
Retail Stores					
Apparel Stores	$ 107,987	$ 185,096	$ 166,673	$ 181,202	$ 205,352
General Merchandise Stores	387,705	471,973	504,821	501,146	487,703
Food Stores	138,239	131,034	149,412	138,113	144,061
Eating and Drinking Places	249,567	348,749	381,344	403,787	422,182
Home Furnishings and Appliances	91,551	119,453	106,914	93,362	86,956
Bldg. Material and Farm Implements	286,433	309,307	335,070	329,892	311,749
Auto Dealers and Auto Supplies	370,099	479,184	452,229	432,378	415,763
Service Stations	132,712	186,585	225,791	204,930	191,093
Other Retail Stores	218,646	346,084	516,480	628,872	614,357
Retail Stores Totals	1,982,939	2,577,465	2,838,734	2,913,682	2,879,216
All Other Outlets	1,081,731	1,251,414	1,363,230	1,226,427	1,199,684
Totals All Outlets	$ 3,064,670	$ 3,828,879	$ 4,201,964	$ 4,140,109	$ 4,078,900

	2015[2]	2016[2]	2017[2]	2018[2]	2019[2]
Retail Stores					
Apparel Stores	$ 128,885	$ 138,129	$ 138,637	$ 144,806	$ 145,638
General Merchandise Stores	392,404	398,900	400,820	406,490	405,765
Food Stores	108,996	123,005	120,900	124,058	124,210
Eating and Drinking Places	247,406	263,310	277,409	288,003	296,010
Home Furnishings and Appliances	83,136	91,778	86,839	91,966	92,407
Bldg. Material and Farm Implements	203,921	213,421	222,315	312,640	242,041
Auto Dealers and Auto Supplies	370,884	411,684	401,536	377,145	375,482
Service Stations	155,270	141,307	163,999	155,709	171,821
Other Retail Stores	208,015	212,872	203,637	215,347	214,145
Retail Stores Totals	1,898,917	1,994,406	2,016,092	2,116,164	2,067,519
All Other Outlets	742,120	775,194	794,330	854,888	1,029,450
Totals All Outlets	$ 2,641,037	$ 2,769,600	$ 2,810,422	$ 2,971,052	$ 3,096,969

Source:

(1) California Department of Finance

(2) Avenue Insights & Analytics (MuniServices)

Note: 2024 is the latest available year.

CITY OF VISALIA
TOP 25 SALES TAX CONTRIBUTORS
2024 CALENDAR YEAR and NINE YEARS AGO
(in alphabetical order)

2024 CALENDAR YEAR

Amazon	Lampe Chrysler Dodge Jeep Ram
Amazon Services	Lowe's Home Centers
ARCO AM/PM Mini Marts	MWI Veterinary Supply
Best Buy Stores	Ross Stores
Bluescope Buildings	Target Stores
Butler Animal Health Supply	Tri-Animal Health Services
Chevron Service Stations	Vans
COSTCO Wholesale	Visalia Honda
Don Rose Oil Co.	Visalia Kia
Giant Chevrolet Cadillac	Visalia Toyota
HILTI	VWR International
Home Depot	Wal Mart Stores
J.C. Lansdowne	

2015 CALENDAR YEAR

Animal Health International	MWI Veterinary Supply
Best Buy Stores	Nissan of Visalia
Bluescope Buildings	Ross Stores
Butler Animal Health Supply	Save Mart Supermarkets
COSTCO Wholesale	Target Stores
Don Rose Oil Company	Tri-Animal Health Services
Giant Chevrolet Company	Union 76 Service Stations
HILTI	Visalia Ford
Home Depot	Visalia Honda
J C Penney Company	Visalia Toyota
Lampe Chrysler Dodge Jeep Ram	VWR International
Lowe's Home Improvement	Wal Mart Stores
Macy's	

Source: Avenue Insights & Analytics (MuniServices)

Note: 2024 is the latest available year.

CITY OF VISALIA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
(In Thousands, except Debt per Capita)

Fiscal Year Ended June 30	Governmental Activities				
	Certificates of Participation	Notes Payable	Lease Liabilities	SBITA Liabilities	Total Governmental Activities
2016	$ 13,678	$ 1,479	$ -	$ -	$ 15,157
2017	12,835	937	-	-	13,772
2018	11,994	372	-	-	12,366
2019	11,155	54	-	-	11,209
2020	10,310	-	-	-	10,310
2021	9,428	-	-	-	9,428
2022	8,501	-	723	-	9,224
2023	7,533	-	679	732	8,944
2024	6,520	-	616	2,411	9,547
2025	5,454	-	608	1,916	7,978

NOTES:

[1]US Department of Commerce Bureau of Economic Analysis

Personal Income Data from the Bureau of Economic Analysis is only available through 2021.

Business-type Activities								
Certificates of Participation	Notes	Lease Liabilities	SBITA Liabilities	Total Business-type Activities	Total Primary Government	Percentage of Personal Income[1]	Debt Per Capita
$ 10,517	$ 84,995	$ 5,536	$ -	$ 101,048	$ 116,205	0.66%	892
9,677	92,703	5,157	-	107,537	121,309	0.66%	911
8,838	96,516	4,764	-	110,118	122,484	0.66%	899
8,003	94,133	4,357	-	106,493	117,702	0.59%	852
7,166	91,705	3,937	-	102,808	113,118	0.52%	816
6,308	89,266	3,502	-	99,076	108,504	0.47%	768
5,425	86,775	3,051	-	95,251	104,475	0.46%	735
4,513	84,232	2,585	65	91,395	100,339	N/A	702
3,572	81,636	2,103	43	87,354	96,901	N/A	670
2,596	78,985	1,604	2,049	85,234	93,212	N/A	634

CITY OF VISALIA
RATIO OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS
(In Thousands, except Debt per Capita)

Fiscal Year Ended June 30	Outstanding General Bonded Debt Net of Resources Restricted for Debt: Certificates of Participation	Lease Liabilities	SBITA Liabilities	Total	Percent of Assessed Value [1]	Debt Per Capita
2016	$ 13,670	$ -	$ -	$ 13,670	0.15%	105
2017	12,827	-	-	$ 12,827	0.13%	96
2018	11,985	-	-	$ 11,985	0.12%	88
2019	11,146	-	-	$ 11,146	0.11%	81
2020	10,301	-	-	$ 10,301	0.09%	74
2021	9,419	-	-	$ 9,419	0.08%	67
2022	8,492	723	-	$ 9,215	0.07%	65
2023	7,522	679	732	$ 8,933	0.06%	62
2024	6,505	616	2,411	$ 9,532	0.06%	66
2025	5,436	608	1,916	$ 7,960	0.05%	54

General bonded debt is debt payable with governmental fund resources and general obligation bonds recorded in enterprise funds.

[1]Assessed value has been used because the actual value of taxable property is not readily available in the State of California.

CITY OF VISALIA
DIRECT AND OVERLAPPING DEBT
JUNE 30, 2025
(In Thousands)

2024-25 City Assessed Valuation		$ 17,183,867	
Successor Agency Incremental Valuation		(2,448,398)	
Total Assessed Valuation		$ 14,735,469	
	Percentage Applicable [1]	Outstanding Debt 6/30/25	Estimated Share of Overlapping Debt
Overlapping Tax and Assessment Debt:			
College of the Sequoias Tulare School Facilities Improvement District	0.588%	$ 53,111	$ 312
College of the Sequoias Visalia School Facilities Improvement District	69.240%	118,724	82,204
Visalia Unified School District	86.748%	149,370	129,575
Tulare Joint Union High School District	0.775%	9,380	73
Liberty School District	15.717%	172	27
Kaweah Delta Hospital District	85.625%	33,330	28,539
City of Visalia 1915 Act Bonds	100.000%	133	133
Total Overlapping Tax and Assessment Debt		364,220	240,864
Direct and Overlapping General Fund Debt:			
Tulare County Certificates of Participation	34.347%	33,561	11,527
Tulare County Pension Obligation Bonds	34.347%	177,745	61,050
Tulare County Board of Education Certificates of Participation	34.347%	31,770	10,912
Visalia Unified School District Certificates of Participation	86.748%	25,930	22,494
Tulare Joint Union High School District General Fund Obligations	0.775%	115	1
Liberty School District Certificates of Participation	15.717%	1,880	295
City of Visalia General Fund Obligations	**100.000%**	**7,978**	**7,978**
Total Direct and Overlapping General Fund Debt		278,979	114,257
Overlapping Tax Increment Debt (Successor Agency)	100.000%	460	460
Total Direct Debt		**7,978**	**7,978**
Total Overlapping Debt		635,681	347,603
Combined Total Debt		$ 643,659	$ 355,581

NOTE:
[1]Percentage of overlapping agency's assessed valuation located within boundaries of the City

Source: Avenu Muni Services

CITY OF VISALIA
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2016	2017	2018	2019
Assessed valuation	$ 9,110,634	$ 9,580,740	$ 10,001,046	$ 10,601,276
Conversion percentage	25%	25%	25%	25%
Adjusted assessed valuation	2,277,659	2,395,185	2,500,262	2,650,319
Debt limit percentage	15%	15%	15%	15%
Debt limit	341,649	359,278	375,039	397,548
Total net debt applicable to limit: General obligation bonds	-	-	-	-
Legal debt margin	$ 341,649	$ 359,278	$ 375,039	$ 397,548
Total debt applicable to the limit as a percentage of debt limit	0.0%	0.0%	0.0%	0.0%

NOTE:
The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% of market value. Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The computations shown above reflect a conversion of assessed valuation data for each fiscal year from the current full valuation perspective to the 25% level that was in effect at the time that the legal debt margin was enacted by the State of California for local governments located within the state.

Source: City Finance Department
Tulare County Tax Assessor's Office

	Fiscal Year					
	2020	2021	2022	2023	2024	2025
	$ 11,145,062	$ 11,789,750	$ 12,516,423	$ 14,684,266	$ 15,784,770	$ 17,183,867
	25%	25%	25%	25%	25%	25%
	2,786,266	2,947,438	3,129,106	3,671,067	3,946,193	4,295,967
	15%	15%	15%	15%	15%	15%
	417,940	442,116	469,366	550,660	591,929	644,395
	-	-	-	-	-	-
	$ 417,940	$ 442,116	$ 469,366	$ 550,660	$ 591,929	$ 644,395
	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

CITY OF VISALIA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS
(In Thousands)

	Wastewater & Storm Sewer Maintenance Fund Cleanwater State Revolving Fund Loan					
Fiscal Year Ended June 30	Operating Revenue	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Debt Service Coverage
2016	$ 25,504	$ 11,778	$ 13,726	$ -	$ -	-
2017	26,822	12,863	13,959	-	-	-
2018	27,060	13,561	13,499	-	-	-
2019	28,057	15,062	12,995	2,340	2,025	2.98
2020	27,479	16,163	11,316	2,389	1,976	2.59
2021	27,862	15,734	12,128	2,438	1,926	2.78
2022	30,975	19,525	11,450	2,491	1,875	2.62
2023	30,013	19,653	10,360	2,543	1,822	2.37
2024	32,164	20,755	11,409	2,596	1,769	2.61
2025	33,928	24,607	9,321	2,651	1,714	2.14

Note:

State Revolving Fund loan has pledged enterprise revenue agreement.

Details regarding the City's outstanding debt can be found in the notes to the financial statements
Operating expenses do not include interest or depreciation expenses.

CITY OF VISALIA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Calendar Year	Population (1)	Assessed Value (in thousands) (2)	Per Capita Assessed Value	Personal Income (in thousands) (3)	Per Capita Personal Income (3)	Unemployment Rate (4)
2016	130,231	9,110,634	69,957	17,578,692	38,145	10.3%
2017	133,151	9,580,740	71,954	18,466,575	39,756	9.9%
2018	136,246	10,001,046	73,404	18,679,327	40,206	9.6%
2019	138,207	10,601,276	76,706	19,973,932	42,845	9.1%
2020	138,649	11,145,062	80,383	21,722,554	46,348	17.1%
2021	141,279	11,789,750	83,450	22,891,980	47,986	11.1%
2022	142,066	12,516,423	88,103	22,585,661	47,295	7.4%
2023	142,968	14,684,266	102,710	23,135,829	48,253	10.1%
2024	144,532	17,183,867	118,893	NA	NA	10.0%
2025	146,978	17,183,867	116,915	NA	NA	10.8%

Sources: (1) State Department of Finance
(2) Tulare County Auditor-Controller
(3) US Department of Commerce Bureau of Ecomonic Analysis
(4) US Department of Labor Bureau of Labor Statistics/State of California Employment Development Department

Note:
Personal Income & Per Capita Personal Income Data from the Bureau of Economic Analysis is only available through 2023.

CITY OF VISALIA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO

	2025			2016		
Employer	Number of Employees	Rank	Percent of Total Employment	Number of Employees	Rank	Percent of Total Employment
Kaweah Delta Healthcare	5,390	1	2.66%	2,132	3	1.15%
County of Tulare	3,437	2	1.69%	4,892	1	2.64%
Visalia Unified School District	3,339	3	1.65%	2,527	2	1.36%
Amazon Fulfillment Center (FAT2 & HLA6)	2,008	4	0.99%	NA		NA
City of Visalia	910	5	0.45%	591	6	0.32%
Walmart Supercenters & Neigborhood Market*	836	6	0.41%	400	8	0.22%
College of the Sequoias - Visalia Campus	714	7	0.35%	1,160	4	0.63%
VF Outdoor Distibution	609	8	0.30%	450	7	0.24%
California Dairies Inc	490	9	0.24%	NA		NA
Graphic Packaging (formerly International Paper)*	435	10	0.21%	350	9	0.19%
CIGNA Health Care	NA		NA	700	5	0.38%
Jostens	NA		NA	320	10	0.17%
Number of Employed (1)	72,800			NA		
Number of Employed (2)	202,900			185,600		

Source: 2025: MuniServices, LLC / Neumo
2016: FY 2016, City of Visalia Comprehensive Annual Financial Report For the Year Ended June 30, 2016
(1) State of California Employment Development Department - City of Visalia
(2) State of California Employment Development Department - Visalia Metropolitan Statistical Area

Notes: 2025 results based on direct correspondence with the city's local businesses.
* Includes FTE & PTE.

CITY OF VISALIA
FULL-TIME CITY EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year									
Function	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Administration	46	47	64	64	64	18	18	43	30	30
Administrative Services	NA	NA	NA	NA	NA	NA	NA	26	14	14
Community Development	65	65	79	79	77	35	35	39	NA	NA
Engineering Services	NA	NA	NA	NA	NA	NA	NA	NA	48	50
Finance & Technology Services	20	20	27	27	27	52	52	55	55	56
Fire	82	81	81	85	85	86	86	89	89	89
General Services	NA	NA	NA	NA	NA	46	46	NA	NA	NA
Housing & Community Grants	NA	NA	NA	NA	2	NA	NA	NA	NA	NA
Community Services	12	12	13	13	13	39	39	50	NA	NA
Parks & Recreation	NA	NA	NA	NA	NA	NA	NA	NA	54	58
Planning & Community Preservation	NA	NA	NA	NA	NA	NA	NA	NA	22	22
Police	208	208	223	230	234	237	239	247	248	251
Public Works	139	141	143	144	144	144	144	127	132	135
Transportation & General Services	27	29	NA	NA	NA	NA	NA	NA	NA	NA
Total	599	603	630	642	646	657	659	676	692	705

(NA) - Function was not active in this year and was combined with another function.

Source: City Budget

CITY OF VISALIA
OPERATING INDICATORS BY FUNCTION
Last Ten Fiscal Years

	Fiscal Year			
	2016	2017	2018	2019
Police:				
Calls for service - Calendar Year*	144,856	144,489	153,701	158,783
Fire:				
Calls for service - Calendar Year*	14,065	14,283	15,301	15,229
Refuse/Sewer**:				
Number of Residential Accounts	37,884	38,014	38,579	41,638
Number of Commercial Accounts	3,758	4,043	3,993	3,654
Total Refuse/Sewer Accounts	41,642	42,057	42,572	45,292
Business Licenses:				
New licenses issued during the year	1,201	1,375	1,955	1,586
Total business licenses	12,145	12,098	12,268	12,241
Building Permits:				
Residential	3,152	2,793	2,865	3,049
Commercial	349	355	381	319
Miscellaneous	1,648	1,745	1,497	1,970
Total Building Permits	5,149	4,893	4,743	5,338

Source: City of Visalia

Note:

* 2024 calendar year information available.

** Refuse/Sewer variance for 2019 and 2020 is due to new system tracking of customers.

Fiscal Year					
2020	2021	2022	2023	2024	2025
160,465	158,189	158,836	159,159	138,548	129,325
16,180	15,885	16,630	17,135	17,536	18,093
39,494	39,076	40,397	42,870	41,586	42,140
3,254	3,360	3,441	3,598	3,352	3,456
42,748	42,436	43,838	46,468	44,938	45,596
1,409	1,236	1,525	1,663	1,724	2,059
12,315	12,505	12,953	13,126	13,473	13,990
2,753	3,367	4,068	4,273	2,262	2,038
319	270	343	345	345	345
1,962	2,025	2,223	1,983	2,530	3,031
5,034	5,662	6,634	6,601	5,137	5,414

CITY OF VISALIA
CAPITAL ASSET STATISTICS BY FUNCTION
Last Ten Fiscal Years

	Fiscal Year			
	2016	2017	2018	2019
Police:				
Stations	3	3	3	3
Fire:				
Fire stations	6	6	6	6
Public Works:				
City Area in Square Miles	37	38	38	38
Streets (miles)	512	516	516	525
Traffic Signalized Intersections	120	123	123	126
Community Services:				
Developed City Park Acreage	281	269	269	269
City Owned Open Space Acreage	282	289	289	289
Public Libraries	1	1	1	1
Recreation Centers	5	5	5	5
Swimming Pools	0	0	0	0
Parks	52	54	54	54
Acres of Parks	290	286	286	286
Wastewater:				
Sanitary sewers (miles)	468	507	508	508
Storm sewers (miles)	240	276	277	277
Golf Course:				
Municipal golf courses	1	1	1	1

Source: Various City Departments

Fiscal Year					
2020	2021	2022	2023	2024	2025
3	3	3	3	3	3
6	6	6	6	6	6
38	38	38	38	40	40
528	519	519	519	525	534
127	131	131	132	132	132
269	293	293	293	293	293
289	266	266	266	266	266
1	1	1	1	1	1
5	5	5	5	5	5
0	0	0	0	0	0
54	58	58	58	58	58
286	314	314	314	314	314
508	508	508	508	510	510
277	277	277	279	280	280
1	1	1	1	1	1

CITY OF VISALIA
INSURANCE IN FORCE
FISCAL YEAR ENDED JUNE 30, 2025

Type	Coverage	Underwriter	Limits of Coverage	Deductibles	Policy Number	Period of Policy
Primary	General liability over $1,000,000 per occurrence (covers bodily injury, personal injury, property damage and errors/omissions, auto liability, or any combination thereof) ACCEL coverage effective 6/1/86	Authority for California Cities Excess Liability (ACCEL)	SIR $1,000,000; ACCEL pooled layer $9,000,000; Pool purchase $50,000,000; total limits $60,000,000	$1,000,000 SIR		07/01/24 to 06/30/25
	Commercial Property Policy	Allianz	Business Real Property, Business Personal Property limit $347 mil; Business Income/Extra Exp $10m	$50,000 bldg; $5k contents;	USC007189200	07/01/24 to 06/30/25
Primary	Pollution Liability (Underground Storage Tank)	Great American Insurance Group	$1 mil liability; $1 mil aggregate	$5k deductible	STPE95970200	10/31/24 - 10/31/25
Primary	Excess Workers Compensation	Safety National	XS work comp, loss control fees; admin fees; broker fees. $25 million limits	$1 mil SIR	SP4067096	07/01/24 to 06/30/25
Primary	Excess Health & Medical Coverage	PRISM Risk	Healthcare Pooling Program	None		1/1/25 to 12/31/25
Ancillary	Aviation Liability	ACE Property Casualty	25 mil each occurrence/offense in respect of Bodily Injry, Personal and Advertising Injury and Property Damage combined, subject to limitations (3 year rate guarantee)	None	AAP N10694243 003	7/14/22 to 7/14/25
Ancillary	Cyber Insurance	CFC	5 mil aggregate;	100,000	ESM0239808230	11/4/24 - 11/4/25
Ancillary	Contractors Equipment/Mobile Equipment/Fine Arts/Valuable Papers & Records	Markel American Insurance Company	Contractors equip/mobile equip $9,133,263 all covered property, including rented and leased; limit $500 ee tool/$5k per occurrence; Fine arts/Valuable papers & records $500k blanket all locations; Commercial Fine Arts Floater, $85k limit,	$500 deductible	MKLM51M0053467	07/01/24 to 06/30/25
Ancillary	Crime Policy/ Bond - General	Fidelity and Deposit Companies	Commercial Crime Policy; $5,000,000	$100,000 deductible	CCP312216901	4/27/24 to 4/27/25
Ancillary	Crime Policy/Bond - Police	Fidelity and Deposit Companies	Commercial Crime Policy; $5,000,000	$100,000 deductible	CCP312217101	4/27/24 to 4/27/25
Ancillary	EAP	CuraLink	6 visits per insured member per year			7/1/2022 - 6/30/25
	Long Term Disability (LTD)	Sun Life	66% of pre-disability earnings up to $5,000 monthly benefit		234707	1/1/25 to 12/31/25
	Life Insurance	Sun Life	City Manager 2X Annual Salary; Department Head Group $75,000; All Other Employees $30,000		234707	1/1/25 to 12/31/25
	Dental	Preferred Benefits/Delta Dental	$1,000 maximum annual benefit paid per insured (retirees and their dependents are not eligible for dental)		8244	1/1/25 to 12/31/25
	Vision	Vision Service Plan	Annual benefits with VSP provider		ID #00849301	1/1/25 to 12/31/25

Compliance Section

VISALIA

CITY OF VISALIA

BOND DISCLOSURE REQUIREMENTS

The City of Visalia (the City) periodically issues tax-exempt debt. Frequently the bond covenants require that the City of Visalia disclose additional information about its operations for the benefit of the bond holder. This disclosure statement provides for those disclosure requirements.

This disclosure statement addresses required disclosures for the following debt issues:

Redevelopment Agency Tax Allocation Bonds

On June 18, 2003, the Visalia Community Redevelopment Agency issued $5,185,000 of 2003 Tax Allocation Refunding Bonds (2003 Bonds) to retire outstanding variable rate 1990 Tax Allocation Bonds and to pay for issuance costs. Due to the variable nature of the refunded debt, the City could not determine the economic gain on the transaction.

Tax increment revenue is pledged for the repayment of the 2003 Bonds. Interest ranges from 2.0% to 4.1% and is due semiannually each July 1 and January 1. Commencing in 2004, principal is payable each July 1 through 2026.

This debt was transferred to the Successor Agency of The City of Visalia on February 1, 2012, as a result of the dissolution of the Visalia Community Redevelopment Agency.

Certificates of Participation

On July 2, 2014, the City issued $7,380,000 of 2014 Refunding Certificates of Participation (the Certificates) to (a) refund all of the City's outstanding 2005 Refunding Certificates of Participation (the Prior Certificates), (b) to purchase a municipal bond debt service reserve insurance policy for deposit into a debt reserve service reserve fund established for the Certificates, and (c) to pay the costs related to the execution and delivery of the Certificates. Of this issue, 84% is allocable to the Convention Center and 16% is considered general long-term debt. Interest represented by the Certificates is payable semiannually on June 1 and December 1 of each year, commencing on December 1, 2014, with the final payment due in the year 2025. The 2014 Certificates advance refunded the outstanding 2005 Refunding Certificates of Participation. The 2005 Certificates were fully called on July 11, 2014.

Certificates of Participation

On September 10, 2015, the City issued $17,910,000 of 2015 Certificates of Participation to (a) construct and equip the Visalia Emergency Communications Center (the VECC), (b) to replace the City's Computer Aided Dispatch and Records Management System (the CAD/RMS), (c) to make certain improvements to the Visalia Convention Center, (d) to purchase a municipal bond debt service reserve insurance policy for deposit into a debt service reserve fund established for the Certificates, and (e) to pay the costs related to the execution and delivery of the Certificates. Of this issue, 27% is allocable to the Convention Center and 73% is considered general long-term debt. Interest represented by the Certificates is payable semiannually on June 1 and December 1 of each year, commencing on December 1, 2015, with the final payment due in the year 2029.

DISCLOSURES

Redevelopment Agency Tax Allocation Bonds

Successor Agency of The City of Visalia (former Visalia Community Redevelopment Agency of The City of Visalia)

On December 29, 2011, the California Supreme Court upheld Assembly Bill IX 26 (Bill) that provides for the dissolution of all redevelopment agencies in the State of California.

The Bill provides that upon dissolution of a redevelopment agency, either the City or another unit of local government will agree to serve as the "successor agency" to hold the assets until they are distributed to other units of state and local government. On January 17, 2012, the City Council elected to become the Successor Agency for the former Visalia Community Redevelopment Agency (RDA) with the Bill as part of City resolution number 12-01.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the State of California cannot enter into new projects, obligations, or commitments. Subject to the control of a newly established

oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

In accordance with the timeline set forth in the Bill (as modified by the California Supreme Court on December 29, 2011), all redevelopment agencies in the State of California were dissolved and ceased to operate as legal entities as of February 1, 2012. The Successor Agency of The City of Visalia took over the affairs of the former RDA of the City of Visalia at that time and is responsible for the wind down of the affairs of the dissolved RDA. It is responsible for fulfilling the obligations of the former RDA and is also responsible for revenue collection, maintaining bond reserves, and disposing of excess property. When the RDA was dissolved, the four project areas of the RDA were combined into one entity. Therefore, some historical information as required by the continuing disclosure is no longer available or applicable.

For FY 2024-25 and future fiscal years, successor agencies will only be allocated revenue in the amount that is necessary to pay the annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the former redevelopment agency have been paid in full and all assets have been liquidated.

The only outstanding bonded debt of the former Visalia Community Redevelopment Agency is the 2003 Tax Allocation Refunding Bonds (2003 Bonds). The 2003 Bonds have been accepted by the California Department of Finance as enforceable obligations. As a result, the County of Tulare will provide former tax increment revenues to the Successor Agency of the City of Visalia for payment of the 2003 Bonds.

The 2003 Tax Allocation Refunding Bonds (East Visalia Redevelopment Project) required continuing disclosures which are now meaningless due to the dissolution of redevelopment agencies. Continuing disclosure covenants ask for the following five tables:

Historical Assessed Valuation (Table 3)
Historical Levy and Receipts (Table 4)
Top Ten Taxpayers (Table 6)
Projected Tax Revenues (Table 8)
Projected Debt Service Coverage (Table 9)
Rating Changes

These tables are presented here as required.

TABLE 3
SUCCESSOR AGENCY OF THE CITY OF VISALIA
EAST SUCCESSOR AGENCY PROJECT AREA
HISTORICAL AND CURRENT ASSESSED VALUATION
LAST FIVE FISCAL YEARS

Fiscal Year Ended June 30	Locally-Assessed Secured Value	Unsecured Value	State-Assessed Value	Total Assessed Value	Incremental Assessed Value
2021	194,743,023	19,553,714	602,306	214,899,043	71,719,119
2022	197,716,642	25,230,839	651,803	223,599,284	71,719,119
2023	270,931,665	38,264,899	651,803	309,848,367	71,719,119
2024	282,441,614	35,076,789	651,803	318,170,206	71,719,119
2025	299,633,502	37,306,562	651,803	337,591,867	71,719,119

Source: County of Tulare and City of Visalia Finance Department

Table 4
Successor Agency of The City of Visalia
East Visalia Redevelopment Project
Historical Levy and Receipts

Fiscal Year	Levy	Total Receipts of Tax Increment Revenue	Percentage of Levy Received
2008-09	$ 1,170	$ 1,389	118.72%
2009-10	1,244	1,336	107.40%
2010-11	1,212	1,339	110.48%
2011-12*	1,177	665	56.50%

* Partial Year due to the dissolution of The Visalia Community Redevelopment Agency on February 1, 2012
The 2003 Bonds have been accepted by the California Department of Finance as enforceable obligations. As a result, the County of Tulare will provide former tax increment revenues to the Successor Agency of the City of Visalia for payment of the 2003 Bonds.

Source: County of Tulare and City of Visalia Finance Department

Table 6
SUCCESSOR AGENCY OF THE CITY OF VISALIA
EAST VISALIA REDEVELOPMENT PROJECT AREA
TOP TEN TAXPAYERS
BASED UPON 2024-25 ASSESSED VALUATION

	Property Owner	Fiscal Year 2024-25 Total Assessed Value	Percentage of Total [1]
1	Hotel Circle GL Holding LLC	$ 17,056,464	5.05%
2	Donald John & Shelly Kaye Groppetti	15,850,137	4.70%
3	Willow Street Development Co LLC	10,560,044	3.13%
4	Kenneth J. Curti (TR)	9,095,671	2.69%
5	Visalia Land & Investment Co LLC	9,079,020	2.69%
6	United Rentals North America Inc.	8,916,850	2.64%
7	CRG Development LP	6,815,936	2.02%
8	Z5 LLC	3,433,885	1.02%
9	Larry J. Ritchie	3,216,603	0.95%
10	Cary S. Winslow	2,735,594	0.81%
		$ 86,760,204	

[1] Fiscal Year 2024-25 assessed valuation: $337,591,867

Source: Tulare County Auditor Controller's Office

Table 8
Successor Agency of The City of Visalia
East Visalia Redevelopment Project
Tax Revenues
(000s Omitted)

Fiscal Year	Total Assessed Valuation	Tax Increment	Senior Tax Sharing	Section 33676 Adjustment	County Admin Fees	Housing Set-Aside	Tax Revenues
2008-09	$ 160,739	$ 1,389	$ 550	$ 9	$ 64	$ 278	$ 488
2009-10	171,728	1,336	585	9	41	267	434
2010-11	169,542	1,339	594	9	39	268	429
2011-12*	167,310	665	12	9	22	133	489

* Partial Year due to the dissolution of The Visalia Community Redevelopment Agency on February 1, 2012

Source: County of Tulare and City of Visalia Finance Department

With the dissolution of redevelopment agencies, successor agencies will only receive property tax revenues sufficient to pay debt service. As a result, the County of Tulare will provide the City's successor agency tax increment equal to the debt service for that year. In other words, debt service coverage will be 1.0 and projected receipts will be equal to debt service.

Table 9
Successor Agency of The City of Visalia
East Visalia Redevelopment Project
Projected Debt Service Coverage
(000's Omitted)

Fiscal Year	Tax Revenues	Debt Service	Coverage
2008-09	$ 488	$ 220	222%
2009-10	434	225	193%
2010-11	429	230	187%
2011-12*	489	240	204%
2012-13**	245	245	100%
2013-14**	255	255	100%
2014-15**	260	260	100%
2016-2020**	1,065	1,065	100%
2021-2025**	1,005	1,005	100%
2025-2027**	460	460	100%

* Partial Year due to the dissolution of The Visalia Community Redevelopment Agency on February 1, 2012

**The 2003 Bonds have been accepted by the California Department of Finance as enforceable obligations. As a result, the County of Tulare will provide former tax increment revenues to the Successor Agency of the City of Visalia for payment of the 2003 Bonds.

Source: City of Visalia Finance Department

Rating Changes for **2003 Tax Allocation Refunding Bonds (East Visalia Redevelopment Project)**

- On August 10, 2010, Standard & Poor's upgraded the 2003 Bonds from BBB to A-, the last rating analysis that the City has received.

Certificates of Participation – 2014 Refunding Certificates of Participation

The 2014 Refunding Certificates of Participation required the following continuing disclosures that are not already included as part of the City's Annual Comprehensive Financial Report (ACFR):

Balance of the Reserve Fund as of January 1
Rating Changes

The reserve fund for the 2014 Refunding Certificates of Participation consists of an Assured Guaranty Municipal Bond Insurance Policy. The market value of the bond insurance in place at January 1, 2025 was $797,250.00.

Rating Changes for **2014 Refunding Certificates of Participation**

- On June 12, 2014, Standard & Poor's issued a rating for the 2014 Refunding Certificates of Participation of A+. On January 6, 2021, Standard & Poor's reaffirmed the A+ rating. This is the latest rating analysis that the City has received for this issue.

Certificates of Participation – 2015 Certificates of Participation

The 2015 Certificates of Participation required the following continuing disclosures that are not already included as part of the City's Annual Comprehensive Financial Report (ACFR):

Balance of the Reserve Fund as of January 1
Rating Changes

The reserve fund for the 2015 Certificates of Participation consists of an Assured Guaranty Municipal Bond Insurance Policy. The market value of the bond insurance in place at January 1, 2025 was $1,578,737.50.

Rating Changes for **2015 Certificates of Participation**

- On August 21, 2015, Standard & Poor's issued a rating for the 2015 Certificates of Participation of A+. On January 6, 2021, Standard & Poor's reaffirmed the A+ rating. This is the latest rating analysis that the City has received for this issue.

VISALIA

Visalia City Council

Staff Report

File #: 25-0591 **Agenda Date:** 1/20/2026 **Agenda #:** 2.

Agenda Item Wording:
Annual Measure T independent accountants' report - Review and accept the annual report on applying agreed-upon procedures for fiscal year ending 6/30/25.

Deadline for Action: 1/20/2026

Submitting Department: Finance and Technology Services

Contact Name and Phone Number: Kari Williams, Financial Analyst 559-713-4298 kari.williams@visalia.gov; Renee Nagel, Finance Director 559-713-4375 renee.nagel@visalia.gov

Department Recommendation:
Review and accept the Annual Measure T independent accountants' report on applying agreed-upon procedures for fiscal year ending 6/30/25.

Background Discussion:
The City, as part of the voter approved Measure T sales tax override, must have an annual procedural review of the uses of Measure T funds. M. Green and Company has performed this review, which is attached.

There were no findings for fiscal year 2024/2025 (FY 24/25).

This procedural review did not include financial management and accounting practices. The purpose of this procedural review is to ensure that Measure T funds are used in accordance with the ballot measure, program guidelines and expenditure plan for fiscal year ended June 30, 2025. The financial management and accounting practices are included in the City's annual audit.

This is a discussion of the procedural review and is not intended as a conversation about plan adjustments or other operational issues. If such adjustments are desired, they should be raised as part of a separate Council discussion.

In March of 2004, the voters of Visalia passed a ¼ cent sales tax override, Measure T, to provide additional police and fire personnel and services to protect our community. Program guidelines were implemented as part of the Measure T plan to ensure that the public would be well informed of the progress and process of Measure T. These guidelines are outlined as follows:

Revenue Requirements:

- 60% of revenues received must be deposited into a Measure T Police Fund and 40% into the Measure T Fire Fund.

- An Economic Uncertainty Fund will be established for both Measure T funds. The

Economic Uncertainty Funds require 30% of actual expenses to be deposited to maintain operations when revenues do not cover expenditures.

- Measure T revenues cannot replace General Fund budgeted operating expenditures for police and fire.

Expenditure requirements:

Annual procedural review - Each year, the City shall provide an annual independent accountants' report on applying agreed-upon procedures to account for the tax revenues received and expenditures made to ensure consistency with the program guidelines and expenditure plans. This report completes this requirement.

Annual recertification:

Annual recertification - Each June, as the City's budget is adopted following public hearings, the City Manager will re-certify the Measure T plan by taking it to the City Council, stating what monies have been received, what monies have been spent, and what monies are available. The City Manager will also certify that the monies have not been used for purposes other than Public Safety. The Citizens Advisory Committee will act as an oversight function and review and approve the re-certification report prior to the report being taken to Council. This item was completed June 2025 for fiscal year 2025/26. The next recertification will return June 2026.

Effectiveness reviews:

Effectiveness reviews - The ballot measure ordinance requires an effectiveness review every 8 years at the first City Council meeting in January. The last effectiveness review was completed in January 2021. During the review, Council will hold a public hearing to review the progress of the Measure T plan and the continuing need for the sales tax measure. To continue the sales tax measure, 4/5ths of the City Council must affirm the tax. During the January 2021 effectiveness review Council reaffirmed the tax. The next effectiveness review will be January 2029.

Measure T plan

Measure T uses a detailed 20-year plan for hiring personnel, construction of facilities, and equipment purchases. The original plan included a deficit that would be covered by increased revenues, lower expenditures, and General Fund subsidy. Since 2008, Measure T has been operating on an amended plan due to several years of lower revenues, higher expenditures, and no subsidy from the General Fund due to rising costs.

Even though the plan needed to be amended, the majority of the items accomplished would not have been achieved without Measure T. The progress of the plan components as of June 30, 2025 is shown in Table 1, Measure T Plan Components.

Table 1, Measure T Plan Components

	Plan Components	Component Progress
1.	Hire and equip 28 new police officers.	The City at one time had hired 28 officers but now has 23 officers due to expenditures rising faster than revenues. Three positions were shifted to the General Fund and two positions were left vacant by attrition.
2.	Construct 2 Police Precincts.	Complete.
3.	Improve 911 emergency operations by building a Visalia Emergency Communications Center (VECC).	Complete.
4.	Hire and equip 18 new firefighters.	13 of the firefighters have been hired and equipped. 2 positions have been moved to Measure N and 3 positions have been kept vacant due to Measure T expenditures rising faster than revenues.
5.	Construct 2 new fire stations in northwest and southwest Visalia.	Complete. Stations built are Stations 53 and 55.
6	Build a new fire training facility.	Complete. Training facility is located at Station 55.
7	Construct a Public Safety Office Building to improve police and fire operations.	Construction is in progress, however Measure T will not be contributing due to a shortfall in funding.

Fiscal Year 2024/25 (FY24/25) Financials (ACFR document pg. 127 & 136)

Measure T Police - As shown in Table 2, Measure T Police revenue & expenditure plan with actuals - FY 24/25, the Measure T Police fund ended the year with a surplus of $1.2 million as revenues came in higher than expenditures.

Table 2, Measure T Police Revenue & Expenditure Plan with Actuals - FY 24/25

	Measure T - Police	
	Final Budget	Actual
REVENUES		
Measure T Sales Tax	$ 5,451,200	$ 5,622,553
Subventions and Grants	6,000	37,731
Interest Earnings + Miscellaneous	95,000	535,935
Total Revenues	5,552,200	6,196,219
EXPENDITURES		
Expenditures	(4,967,200)	(4,733,969)
Capital Outlay	-	(31)
Revenues Over (Under) Expenditures	585,000	1,462,219
OTHER FINANCING SOURCES (USES)		
VECC Debt Payment	(151,500)	(151,362)
Transfer to Compensated Absenses Fund	-	(128,731)
Total Other Financing Sources (Uses)	(151,500)	(280,093)
Net Changes in Fund Balance	$ 433,500	1,182,126
Fund Balance - Beginning of Year		9,766,793
Fund Balance - End of Year*		$ 10,948,919

*Included in the end of year fund balance is the Economic Uncertainty Fund of $1,627,972 (30% of operating expenses).

Fiscal Year 2024/25 (FY24/25) Financials (ACFR document pg. 128 & 137)

Measure T Fire - As shown in Table 3, Measure T Fire Revenue & Expenditure Plan with Actuals - FY 24/25, the Measure T Fire fund ended the year with a surplus of nearly $0.8 million as revenues came in higher than expenditures.

Table 3, Measure T Fire Revenue & Expenditure Plan with Actuals - FY 24/25

	Measure T - Fire	
	Final Budget	Actual
REVENUES		
Measure T Sales Taxes	$ 3,634,100	$ 3,748,368
Charges for Current Services	50,000	152,955
Interest Earnings + Miscellaneous	96,100	401,340
Total Revenues	3,780,200	4,302,663
EXPENDITURES		
Operating	(3,403,900)	(3,414,732)
Capital Expenditures	-	(1,037)
Total Expenditures	(3,403,900)	(3,415,769)
Revenues Over (Under) Expenditures	376,300	886,894
OTHER FINANCING SOURCES		
Transfer to Compensated Absenses Fund	-	(130,050)
Total Other Financing Sources	-	(130,050)
Net Changes in Fund Balance	$ 376,300	756,844
Fund Balance - Beginning of Year		7,389,674
Fund Balance - End of Year *		$ 8,146,518

*Included in the end of year fund balance is the Economic Uncertainty Fund of $1,100,676 (30% of operating expenses).

FY 24/25 Annual Measure T Independent Accountants' Report on Applying Agreed-Upon Procedures

As required by the Ordinance, the City engaged M. Green and Company to attest that the City has used the money as required in the ballot measure. The independent accountants' report on applying agreed-upon procedures assures that these funds are handled properly, assisting City management in providing the highest level of accountability for Measure T funds.

The report prepared by M. Green and Company is attached. The report confirmed that the plan is being implemented and adjusted according to the ballot measure, program guidelines and expenditure plan.

The Measure T independent accountants' report on applying agreed-upon procedures was presented and accepted by the Citizens Advisory Committee at their January 7, 2026 meeting.

Fiscal Impact:
N/A

Prior Council Action: June 02, 2025 - Annual recertification of the 2025/26 Measure T Plan

Other: Citizens Advisory Committee accepted the report at their January 07, 2026 meeting.

Recommended Motion (and Alternative Motions if expected):
I move to accept the Measure T independent accountants' report on applying agreed-upon procedures from M. Green and Company for the fiscal year ending June 30, 2025.

Attachments: Independent accountants' report on applying agreed-upon procedures

CITY OF VISALIA

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

MEASURE T

FOR THE FISCAL YEAR ENDED JUNE 30, 2025

M. GREEN AND COMPANY LLP
Certified Public Accountants

Page No.

Independent Accountants' Report on Applying Agreed-Upon Procedures 1

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M. GREEN AND COMPANY LLP

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INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

City Council
City of Visalia and Citizens Advisory Committee
707 W. Acequia
Visalia, CA 93291-6100

We have performed the procedures enumerated below with respect to the administration, financial management and accounting of the City of Visalia's (City) Visalia Public Safety Sales Tax (Measure T) funds for the fiscal year ended June 30, 2025. The City's management is responsible for the City's administration, financial management and accounting for Measure T.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose, solely to assist the City and the independent Citizens Advisory Committee (CAC) in regard to Measure T. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

(1) We obtained and reviewed the City's Measure T commitments as expressed in the Measure T ballot measure from the March 2, 2004 election, the Enabling Ordinance adopted by the City Council, the Board of Equalization Agreements for implementation and administration of additional sales tax, the City Council approved Program Guidelines and expenditure plans for the current fiscal year and the Annual Recertification Plan for June 30, 2025, as approved by the City Council.

Findings: None

(2) We updated our documentation of the following Measure T compliance provisions, as interpreted by the City Council adopted enabling ordinance, program guidelines and interim progress report reported to City staff:

a. Administrative procedures
b. Accounting control (including budgetary) procedures

Findings: None

(3) We updated our understanding of the City's implementation of the material administrative compliance procedures.

Findings: None

(4) We updated our understanding of the City's implementation of the material accounting control procedures and determined if the following were implemented or maintained:

a. establishment of a separate Measure T fund or fund group;
b. establishment within the Measure T fund(s) of an accountability structure that allows for accountability of the Measure T sales tax proceeds mandated allocations - police (60%) and fire (40%);
c. that reasonable interest allocation methodologies were applied to Measure T fund(s) regarding interest revenue for unexpended net proceeds and interest charged for other City fund advances;
d. repayment of advances to Measure T fund(s) from other funds within 24 months of the advance;
e. that General Fund support for police and fire services during the fiscal year 2024-25, without regard to Measure T funds based upon budgeted expenditure levels, was not less than General Fund police and fire services support during the fiscal year 2023-24, unless the Council declared an economic emergency by a 4/5^{ths} vote;
f. establishment of a separate "Economic Uncertainty" fund within the Measure T fund(s) of 25% of the budgeted Measure T tax revenues.

Finding:

Measure T calls for the budgeted General Fund support for police and fire services during the fiscal year 2024-25, without regard to Measure T, to be greater than the General Fund police and fire services support during the fiscal year 2023-24, unless the council declares an economic emergency by a 4/5^{ths} vote.

General Fund support for police and fire services during the fiscal year 2024-25, without regard to Measure T, was greater than the General Fund police and fire services support during the fiscal year 2023-24; therefore, the City has met the maintenance of effort calculations.

Finding:

The Measure calls for the establishment and funding of an Economic Uncertainty Fund in the amount of 25% of the annually budgeted revenues. However, in the current fiscal year the policy was changed to fund the Economic Uncertainty Fund in the amount of 30% of operating expenditures. The Fire and Police Measure T Economic Uncertainty Fund balances as of June 30, 2025, were $1,100,676 and $1,627,972, respectively. The amount for the Fire and Police Measure T Economic Uncertainty Funds exceeded the required 30% by $76,408 and $208,005, respectively.

(5) We traced all Measure T monies remitted by the California Department of Tax and Fee Administration to determine whether they were properly deposited into the appropriate Measure T fund.

Findings: None

(6) We performed procedures to verify the summaries of Measure T receipts, disbursements and unexpended funds pertaining to the fiscal year 2024-25 as prepared by the City.

Finding:

Our review indicated that the plan objectives call for 23 police officers and 13 firefighters were to be hired during the fiscal year. During the current fiscal year, 23 police officers were hired as called for in the current plan. During the current year two firefighter positions were vacant as of June 30, 2025. The positions are currently being recruited.

Finding:

We found that Measure T funds had 23 police officer vehicles and vehicle replacement expenditures being allocated to Police Measure T Funds during the current year in accordance with the number of police officers included in the plan objectives.

Finding:

We found that the Capital Improvement Program expenditures are generally proceeding in accordance with the Measure T Plan. The City finished construction of the Visalia Emergency Communication Center during the 2017-18 fiscal year. The expenditures made towards the project were not charged to Fire and Police Measure T Funds, as the project was a multi-funded project which was being funded with prior year Certificates of Participation (COP) proceeds. Therefore, expenditures related to the construction of the Visalia Emergency Communication Center, were recorded in another fund where all project expenditures were accounted for. COP in the amount of $17,910,000 were issued in the 2015-16 fiscal year to fund the project. The Measure T Plan was recertified approving the Police Measure T Fund to pay the total debt payment at a reduced amount, which makes Measure T's portion of the COP proceeds and debt service payments 9.58%. Police Measure T Funds paid $151,362 of debt service payments in the current fiscal year in accordance with approved plan and is budgeted to pay for their reduced percentage of the project through an additional five years of debt service payments ending in fiscal year 2029-30.

The Plan also calls for contributions towards the construction of a Public Safety Office Building to improve police and fire operations. In August of 2019, the design phase was approved to begin. However, due to COVID-19 the construction process was delayed and the construction contract wasn't awarded until May of 2025. The project is anticipated to be completed as of winter 2028.

(7) We determined if the Measure T allocations were made in accordance with the following required funding priorities:

a. funding of the current year's budgeted expenditures;
b. funding of the "Economic Uncertainty" Fund including annual revision;
c. funding expenditures budgeted for subsequent plan years.

Findings: None

(8) We conducted an exit interview with City staff representatives.

Findings: None

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on administration, financial management and accounting. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City Council, City management and the CAC and is not intended to be and should not be used by anyone other than those specified parties. However, this report is a matter of public record and its distribution is not limited.

Very truly yours,

M. Green and Company LLP

M. GREEN AND COMPANY LLP
Certified Public Accountants

November 17, 2025
Visalia, California

VISALIA
A BETTER WAY OF LIVING

Finance & Technology Department

Measure T Independent Accountants' Report

Measure T

- The Measure T was approved by the voters March 2004.
- ¼ cent Sales Tax for enhanced police and fire services.
- Sales Tax is split – 40% Fire and 60% Police.

Measure T - Requirements

- Measure T revenues cannot replace General Fund budgeted operating expenditures for police and fire.

- Measure T uses a detailed 20 year plan for:
  - Hiring Personnel;
  - Construction of Facilities; and
  - Equipment Purchases.

  Original plan included a deficit that would be covered by increased revenues, lower expenditures, and General Fund subsidy. Since 2008, Measure T has been operating on an amended plan due several years of lower revenues, higher expenditures, and no subsidy from the General Fund.

- Measure T requires an Economic Uncertainty Fund
  - 30% of the actual operating expenses will be deposited into a separate fund for emergency use.

Measure T – Requirements (cont)

- Independent Accountants' Report on Applying Agreed–Upon Procedures
  - An Independent Auditor will annually review tax revenues received and expenditures from the measure, to ensure compliance with the Ballot Measure, Program Guidelines and Expenditure Plans.
- Annual Recertification
  - Annual Recertification of the plan with detail of what monies have been received, what monies have been spent, and what monies are available. This is done every June.
- Effectiveness Review
  - Review the progress of the Measure T Plan and the continuing need for the sales tax measure at the first City Council meeting in January 2029, and every 8 years thereafter.
    - Last review completed in 2021

Measure T - Report

- Report Completed by M. Green and Company for fiscal year ending June 30, 2025.
- There were no report finding for FY 24/25.
- The CAC Committee has reviewed the report on January 7, 2026.

Measure T Police – Actual to Actuals Comparison

(ACFR Document Pg 127 &136

	23/24 Actual	24/25 Actual
REVENUES		
Measure T Sales Tax	$ 5,529,066	$ 5,622,553
Subventions and Grants	29,079	37,731
Interest Earnings + Miscellaneous	483,132	535,935
Total Revenues	6,041,277	6,196,219
EXPENDITURES		
Expenditures	(4,143,408)	(4,733,969)
Capital Outlay	-	(31)
Total Expenditures	(4,143,408)	(4,734,000)
Revenues Over (Under) Expenditures	1,897,869	1,462,219
OTHER FINANCING SOURCES (USES)		
VECC Debt Payment	(151,180)	(151,362)
Transfer to Compensated Absenses Fund	-	(128,731)
Total Other Financing Sources (Uses)	(151,180)	(280,093)
Net Changes in Fund Balance	1,746,689	1,182,126
Fund Balance - Beginning of Year	8,020,104	9,766,793
Fund Balance - End of Year*	$ 9,766,793	$ 10,948,919

*Included in the end of year fund balance is the Economic Uncertainty Fund of $1,627,972 (30% of operating expenses).

Measure T Fire – Actual to Actuals Comparison

(ACFR Document Pg 128 &137

	23/24 Actual	24/25 Actual
REVENUES		
Measure T Sales Taxes	$ 3,686,044	$ 3,748,368
Charges for Current Services	54,126	152,955
Interest Earnings + Miscellaneous	372,285	401,340
Total Revenues	4,112,455	4,302,663
EXPENDITURES		
Operating	(3,138,955)	(3,414,732)
Capital Expenditures	(538)	(1,037)
Total Expenditures	(3,139,493)	(3,415,769)
Revenues Over (Under) Expenditures	972,962	886,894
OTHER FINANCING SOURCES (USES)		
Transfer to Compensated Absenses Fund	-	(130,050)
Total Other Financing Sources (Uses)	-	(130,050)
Net Changes in Fund Balance	972,962	756,844
Fund Balance - Beginning of Year	6,416,712	7,389,674
Fund Balance - End of Year *	$ 7,389,674	$ 8,146,518

*Included in the end of year fund balance is the Economic Uncertainty Fund of $1,100,676 (30% of operating expenses).

Summary:

The Independent Accountants' report confirmed that Measure T funds are in accordance with the Ballot Measure, Program Guidelines and Expenditure Plan for fiscal year ended June 30, 2025.

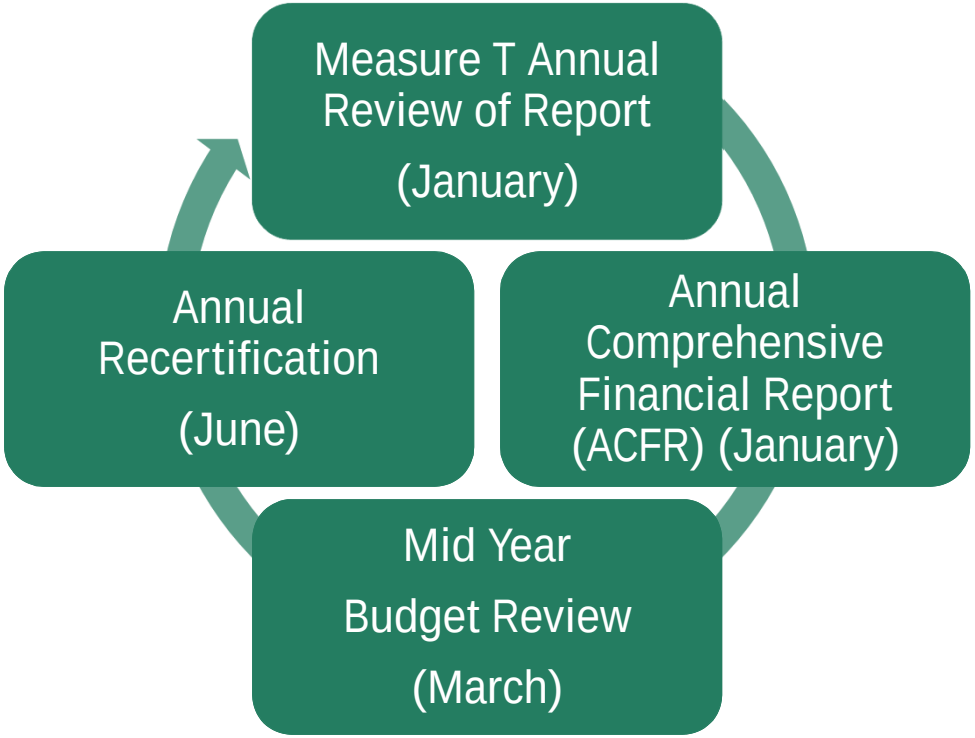
Action Tonight:

No formal action is required today. Just receive and review report.

Questions?

VISALIA

Measure T – Annual Presentations to Council



Visalia City Council

Staff Report

File #: 25-0592 **Agenda Date:** 1/20/2026 **Agenda #:** 3.

Agenda Item Wording:
Annual Measure N independent accountants' report - Review and accept the annual report on applying agreed-upon procedures for fiscal year ending 6/30/25.

Deadline for Action: 1/20/2026

Submitting Department: Finance and Technology Services

Contact Name and Phone Number: Kari Williams, Financial Analyst 559-713-4298 kari.williams@visalia.gov; Renee Nagel, Finance Director 559-713-4375 renee.nagel@visalia.gov

Department Recommendation:
Review and accept the Measure N independent Accountants' report on applying agreed-upon procedures for fiscal year ending June 30, 2025.

Background Discussion:
The City, as part of the voter approved Measure N sales tax override, must have an annual procedural review of the uses of Measure N funds. M. Green and Company has performed this review, which is attached.

There were no findings for fiscal year 2024/2025 (FY 24-25).

This procedural review did not include financial management and accounting practices. The purpose of this procedural review is to ensure that Measure N funds are used in accordance with the ballot measure, program guidelines, and expenditure plan for the fiscal year ended June 30, 2025. The financial management and accounting practices are included in the City's annual audit.

This is a discussion of the procedural review and is not intended as a conservation about plan adjustments or other operational issues. If such adjustments are desired, they should be raised as part of a separate Council discussion.

In November of 2016, the voters of Visalia passed a ½ cent sales tax override, Measure N - The Visalia Essential City Services Measure. Sales tax from Measure N will provide for essential city services such as police and fire, as well as maintenance of parks, trails, roads, and City facilities. As part of the measure, Council adopted an accountability ordinance (Ordinance 16-21) to establish accountability measures as outlined below:

<u>Revenue Requirements:</u>

- 30% of actual operating expenses must be deposited in a Measure N Uncertainty Fund. Money can only be accessed from this fund during a fiscal emergency;
- 10% of budgeted revenues must be deposited into the following categories:

- 2% Youth programs
- 8% Maintenance and emerging Needs

Expenditure Requirements:

- Money shall not be used for debt service payments;
- Annual expenditure plan must be approved by Council after the following has occurred:
  - City Manager makes a recommendation to City Council and makes changes as requested;
  - Comments and recommendation received by Sales Tax Oversight Board;
  - Two public hearings are held at regular Council Meetings to consider expenditure plan.

Sales Tax Oversight Board:
Board will consist of 11 members that will serve two-year terms. Members may be reappointed to serve up to two additional two-year terms (total of 3 terms). Members are selected in the following manner:

- Each Council member shall select one member;
- The Citizens Advisory Committee (CAC) shall select two members;
- Visalia Economic Development Corporation shall select one member;
- Hispanic Chamber of Commerce of Tulare/Kings County or Visalia Chamber of Commerce shall select one member;
- Downtown Alliance that represents Property Based Improvement District or Downtown Merchants shall select one member;
- Home Builders Association or Board of Realtors shall select one member.

Expenditure Requirements:
Annual procedural review - Each year, the City shall provide an annual independent accountants' report on applying agreed-upon procedures to account for the tax revenues received and expenditures made to ensure consistency with the program guidelines and expenditure plans. This report completes this requirement.

Effectiveness Reviews:
The ballot measure ordinance requires an effectiveness review every 8 years from the operative date of the ordinance. The operative date is April 1, 2017; the first review occurred March 17, 2025 and was approved. During the review, Council held a public hearing to review the progress of the Measure N plan and the continuing need for the sales tax measure. To continue the sales tax measure, 4/5ths of the City Council must affirm the tax. The next re-evaluation will be in eight years in March of 2033.

Fiscal Year 2024/25 (FY 24/25) Financials (ACFR document pg. 34 & 38)
Details of the Measure N fund can be found on pages 34 & 38 of the City of Visalia Annual Comprehensive Financial Report (ACFR) for fiscal year ended June 30, 2025.

The approved FY 24/25 expenditure plan and actual expenditures are shown in Table I - Measure N Revenue & Expenditure Summary - FY 24/25. The table is a summary for the four Measure N Funds which are essential service, 2% youth, 8% maintenance & emerging needs, and the economic

uncertainty fund. Measure N sales tax revenue increased $0.3 million (1.8%) over the prior year. Total expenditures for the fiscal year were $15.4 million. Revenues covered expenditures for the year, increasing fund balance by $5.3 million.

Table I - Measure N Revenue & Expenditure Summary - FY 24/25

	Measure N	
	Final	
REVENUES	Budget	Actual
Sales Taxes	$ 18,123,700	$ 18,733,236
Interest Earnings & Miscellaneous	380,400	2,154,584
Grants - Police	-	41,811
Total Revenues	18,504,100	20,929,631
EXPENDITURES		
General Government	(260,400)	(228,496)
Public Safety:		
Fire	(1,747,600)	(1,802,954)
Police	(7,472,200)	(7,047,496)
Parks & Recreation	(995,047)	(888,720)
Capital Outlay	(7,401,343)	(5,104,444)
Debt Service (Note 7)		
SBITA-Principal **	-	(309,507)
SBITA-Interest **	-	(28,855)
Total Expenditures	(17,876,590)	(15,410,472)
Revenues Over (Under) Expenditures	627,510	5,519,159
Other Financing Sources (Uses)		
Transfers In	-	24,082
Transfers Out	-	(242,500)
Total Other Financing Sources (Uses)	-	(218,418)
Net Change in Fund Balance	$ 627,510	5,300,741
Fund Balance Beginning of Year		36,900,255
Fund Balance - End of Year *		$ 42,200,996

NOTES:

* Fund balance includes the Economic Uncertainty Fund of $3,091,410 (30% of the operating expenses).

**GASB 96 requires City to record certain Subscription Based Information Technology (SBITA) Arrangements.

Amongst the four funds, Measure N has a fund balance of $42.2 million which includes the economic uncertainty fund of $3.1 million. The remaining $39.1 million has $8.6 million in committed capital projects that rolled into fiscal year 2025-26 leaving $30.5 million available as shown in Table II - Measure N fund balance. It is important to have cash available in each category to be able to advance projects in the plan (if needed) and/or cover higher costs than what was outlined in the plan.

Table II - Measure N Fund Balance

	Beginning Fund Balance	24/25 Revenues	24/25 Expenditures	Other Financing Sources and (Uses)	Ending Fund Balance	CIP Rolled into FY 25/26	Fund Balance Remaining
Essential Services	26,931,784	17,439,245	14,861,236	(218,418)	29,291,375	6,242,528	23,048,847
8% Maint & Emerging Needs	6,738,424	1,914,563	371,836	-	8,281,151	2,386,606	5,894,545
2 % Youth Programs	1,263,097	451,363	177,400	-	1,537,060	-	1,537,060
Measure N Operating Funds	**34,933,305**	**19,805,171**	**15,410,472**	**(218,418)**	**39,109,586**	**8,629,134**	**30,480,452**
Economic Uncertainty	1,966,950	1,124,460	-	-	3,091,410	-	3,091,410
Measure N Total	**36,900,255**	**20,929,631**	**15,410,472**	**(218,418)**	**42,200,996**	**8,629,134**	**33,571,862**

*Note: The current Capital budget does not include the construction costs of Station 51 relocation which will require an additional appropriation of approximately $18 million.

Annual independent accountants' report on applying agreed-upon procedures:
As required by the ordinance, the City engaged in M. Green and Company to attest that the City has used the money as required in the ballot measure. The independent accountants' report on applying agreed-upon procedures assures that these funds are handled properly, assisting City management in providing the highest level of accountability for Measure N funds.

This report prepared by M. Green and Company is attached. The report confirmed that the plan is being implemented and adjusted according to the ballot measure, program guidelines and expenditure plan.

The measure N independent accountants' report and applying agreed-upon procedures was presented and accepted by the Measure N Oversight Board at their January 12, 2026 meeting.

Fiscal Impact:
N/A

Prior Council Action: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to accept the Measure N independent accountants' report on applying agreed-upon procedures from M. Green and Company for the fiscal year ending June 30, 2025...end

Attachments: Independent accountants' report on applying agreed-upon procedures

CITY OF VISALIA

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

MEASURE N

FOR THE FISCAL YEAR ENDED JUNE 30, 2025

M. GREEN AND COMPANY LLP
Certified Public Accountants

Page No.

Independent Accountants' Report on Applying Agreed-Upon Procedures 1

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M. GREEN AND COMPANY LLP

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INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

City Council
City of Visalia and Measure N Sales Tax Oversight Board
707 W. Acequia
Visalia, CA 93291-6100

We have performed the procedures enumerated below, which were agreed to by the City of Visalia (City), with respect to the administration, financial management and accounting of the City's Visalia Essential City Services Sales Tax (Measure N) funds for the fiscal year ended June 30, 2025. The City's management is responsible for the City's administration, financial management and accounting for Measure N.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose, solely to assist the City and the independent Measure N Sales Tax Oversight Board in regards to Measure N. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

(1) We obtained and reviewed the City's Measure N commitments as expressed in the Measure N ballot measure from the November 8, 2016 election, the Enabling Ordinance including accountability measures adopted by the City Council, the Board of Equalization Agreements for implementation and administration of additional sales tax, and the City Council approved initial expenditure plan, annual expenditure plan and any amendments, as applicable for the current fiscal year.

Findings: None

(2) We identified and documented the following Measure N compliance provisions, as interpreted by the City Council adopted enabling ordinance and interim progress report reported to City staff:

a. Administrative procedures
b. Accounting control (including budgetary) procedures

Findings: None

(3) We updated our understanding of the City's implementation of the material administrative compliance procedures.

Findings: None

(4) We updated our understanding of the City's implementation of the material accounting control procedures and determined if the following were implemented or maintained:

a. establishment of an initial spending plan specifying the uses of the proceeds of the sales or use tax for the period between implementation of the sales and use tax and the end of the subsequent fiscal year; and,
b. establishment of an annual expenditure plan, as part of adoption of an annual City General Fund budget, specifying the uses of the proceeds of the sales or use tax for the coming fiscal year prior to the expiration of the initial expenditure plan; and,
c. that any amendments to the initial expenditure plan and subsequent annual expenditure plan adopted by a majority of the Council following:
    i. submission for comment and recommendation to the Measure N Sales Tax Oversight Committee and
    ii. public hearing during at least two regularly scheduled and appropriately noticed meetings of the City Council; and,
d. that the initial expenditure plan, any subsequent annual expenditure plan and any amended expenditure plans were made publicly accessible at all times; and,
e. establishment of a separate "Economic Uncertainty" fund within the Measure N fund(s) of 10% of the budgeted Measure N sales tax proceeds for the coming plan year; and,
f. establishment of separate "Maintenance and Emerging Needs" funds within the Measure N fund(s) of (1) 8% of the budgeted Measure N sales tax proceeds for the coming plan year and (2) 2% of the budgeted Measure N sales tax proceeds which shall be used for youth programs; and,
g. that none of the Measure N sales tax proceeds were used to pay annual debt service requirements.

Finding:

The Measure calls for the establishment and funding of an Economic Uncertainty Fund in the amount of 10% of the annually budgeted revenues. However, in the current fiscal year the policy was changed to fund the Economic Uncertainty fund in the amount of 30% of operating expenditures. The Measure N Economic Uncertainty Fund balance as of June 30, 2025, was $3,091,410. The amount for the Measure N Economic Uncertainty Fund met the required 30%.

The Measure also calls for the establishment and funding of a Maintenance and Emerging Needs Fund in the amount of 10% of the annually budgeted revenues of which 2% of the budgeted revenues shall be used for youth programs. The Maintenance and Emerging Needs Fund and The Maintenance and Emerging Needs Fund - Youth Fund were both funded during the fiscal year June 30, 2025, in the amount of $1,449,900 and $362,500, respectively which met the required percentages.

(5) We traced all Measure N monies remitted by the California Department of Tax and Fee Administration to determine whether they were properly deposited into the appropriate Measure N fund.

Findings: None

(6) We performed procedures to verify the summaries of Measure N receipts, disbursements and unexpended funds pertaining to the fiscal year 2024-2025 as prepared by the City.

Findings:

Police

The Annual Measure N Plan calls for the hiring of 26 police officers and 13 police professional staff during the current fiscal year. Our review indicated that 26 police officers and 13 police professional staff were hired as of June 30, 2025.

Fire
The Annual Measure N Plan calls for the hiring of nine fire employees (a Deputy Chief, Administrative Captain, and squad staffing) during the current fiscal year. Our review indicated that nine fire employees were hired in accordance with plan objectives.

Parks and Recreation
The Annual Measure N Plan calls for the hiring of four parks and recreation employees; two park and recreation maintenance employees, one urban forest employee and one recreation coordinator. Our review indicated that two parks and recreation maintenance employees, an urban forest employee and a recreation coordinator were hired in accordance with the Annual Measure N Plan.

Youth Programs
The Measure N Plan was able to fund various hourly employees working on the Clubhouse Networking program and make an annual contribution towards Visalia Police Activities League in accordance with the Plan.

Findings:

We found that the Capital Improvement Program expenditures are generally proceeding in accordance with the Annual Measure N Plan. Measure N Funds include a capital project roll-over policy consistent with all City projects and funds where projects approved and possibly started but not completed in one fiscal year may roll-over into the next fiscal year until completed.

Police
As of June 30, 2025, 28 police officer vehicles and three police professional staff vehicles had been purchased in accordance with the Plan.

Fire
The capital Improvement Program expenditures for design and construction of Station 51 had been delayed due to the advancement of relocating Fire Station 56 within the Annual Measure N Plan. Land previously purchased for Station 56 during the 2018-2019 fiscal year was sold in the 2021-2022 fiscal year and land for a new location was purchased during the same fiscal year. The Station 56 project was completed in February of 2025. The Station 51 project construction management services was awarded to Griffin Structures Inc. on November 4, 2024. The Station 51 project is still in the design phase.

Roads
Various street maintenance projects have been completed in fiscal year 2024-2025 in accordance with the Measure N Plan $2,200,707 had been expended during the fiscal year ended June 30, 2025.

Parks and Recreation
No Capital Improvement Program expenditure amounts had been included in the Annual Measure N Plan or expended as of June 30, 2025.

Other
The Annual Measure N Plan calls for a Downtown Street Light System. $1,285,790 had been expended during the fiscal year ended June 30, 2025.

Maintenance and Emerging Needs
Various building maintenance projects have been completed in accordance with the Measure N plan of which, $354,768 had been expended during the fiscal year ended June 30, 2025.

Youth Programs
No Capital Improvement Program expenditure amounts had been included in the Annual Measure N Plan or expended as of June 30, 2025.

(7) We conducted an exit interview with City staff representatives.

Findings: None

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on administration, financial management and accounting. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City Council, City management and the Measure N Sales Tax Oversight Board and is not intended to be and should not be used by anyone other than those specified parties. However, this report is a matter of public record and its distribution is not limited.

Very truly yours,

M. Green and Company LLP

M. GREEN AND COMPANY LLP
Certified Public Accountants

November 17, 2025
Visalia, California

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Finance & Technology Department

Measure N Independent Accountant' Report

(July1, 2024 – June 30, 2025)

Measure N

- The Measure is a 1/2 cent Sales Tax for essential City services such as Police, Fire, Recreation, as well as maintenance of parks, roads, and City facilities.
- The Measure uses a detailed 10-year plan.
- Measure N was approved by the voters November 2016 and became effective April 1, 2017.

Measure N Requirements:

- Revenues:
  - •30% of actual operating expenses go to the Uncertainty Fund for a fiscal emergency.
  - •10% of budgeted revenues go to the following programs:
    - ➢2% Youth Programs
    - ➢8% Maintenance and Emerging Needs

- Expenditures:
  - •Money shall not be used for debt service payments
  - •Annual expenditure plan must be approved by Council after the following has occurred:
    - ➢City Manager makes a recommendation to City Council.
    - ➢Comments and recommendation received by Sales Tax Oversight Board.
    - ➢Two public hearings are held at regular Council Meetings.

Measure N Requirements (cont):

- Sales Tax Oversight Board:
  - Board consists of 11 members that are appointed as specified in the plan
  - Reviews Measure N budgets prior to adoption
  - Reviews Independent Accountants' Report on Applying Agreed-Upon Procedures

- Independent Accountants' Report on Applying Agreed-Upon Procedures:
  - An Independent Auditor will annually review tax revenues received and expenditures from the measure, to ensure compliance with the Ballot Measure, Program Guidelines and Expenditure plans.

- Effectiveness Review:
  - Reviewed the progress of the Measure N Plan and the continuing need for the sales tax measure at City Council meeting on March 17, 2025, and review every 8 years thereafter (next review 2033).

Measure N FY 24/25 Report

- Report Completed by M. Green and Company for Fiscal Year ending June 30, 2025.
- There were no findings.
- The Measure N Oversight Committee reviewed the report for fiscal year 24/25 on January 12, 2026.

Measure N Actual to Actuals Comparison

(ACFR Document Pg 34 & 38)

	23/24 Actual	24/25 Actual
REVENUES		
Sales Taxes	$ 18,394,594	$ 18,733,236
Interest Earnings & Miscellaneous	1,706,882	2,154,584
Grants - Police	35,611	41,811
Total Revenues	20,137,087	20,929,631
EXPENDITURES		
General Government	(235,867)	(228,496)
Public Safety:		
Fire	(1,628,256)	(1,802,954)
Police	(6,318,012)	(7,047,496)
Community Services	(757,760)	(888,720)
Capital Outlay	(12,214,788)	(5,104,444)
Debt Service (Note 7)		
SBITA-Principal**	(279,520)	(309,507)
SBITA-Interest**	(33,173)	(28,855)
Total Expenditures	(21,467,376)	(15,410,472)
Revenues Over (Under) Expenditures	(1,330,289)	5,519,159
Other Financing Sources (Uses)		
Subscription Assets Acquired	1,644,951	-
Transfers In	-	24,082
Transfers Out	-	(242,500)
Total Other Financing Sources (Uses)	1,644,951	(218,418)
Net Change in Fund Balance	314,662	5,300,741
Fund Balance Beginning of Year	36,585,593	36,900,255
Fund Balance - End of Year *	$ 36,900,255	$ 42,200,996

NOTES:

* Fund balance includes the Economic Uncertainty Fund of $3,091,410 (30% of the operating expenses).

**GASB 96 requires City to record certain Subscription Based Information Technology (SBITA) Arrangements.

Measure N Current and Future Projects

Project Name	Roll Amount
Cape Seal	690,000
Reclamite Streets - MS N	1,071,000
Shirk Widening over Mill Creek	339,004
Station 51 Facility	4,142,523
Measure N A/C Repairs and Replacement -Various City Buildings	133,213
Measure N Roof Repairs -Various City Buildings	374,250
Measure N Building Maintenance	1,879,144
TOTAL	**8,629,134**

*Note: Station 51 Relocation will need additional funds of approx. $18 million for construction

Measure N FY 24/25 – Fund Balance

	Beginning Fund Balance	24/25 Revenues	24/25 Expenditures	Other Financing Sources and (Uses)	Ending Fund Balance	CIP Rolled into FY 25/26	Fund Balance Remaining	
Essential Services	26,931,784	17,439,245	14,861,236	(218,418)	29,291,375	6,242,528	23,048,847	*
8% Maint & Emerging Needs	6,738,424	1,914,563	371,836	-	8,281,151	2,386,606	5,894,545	
2% Youth Programs	1,263,097	451,363	177,400	-	1,537,060	-	1,537,060	
Measure N Operating Funds	34,933,305	19,805,171	15,410,472	(218,418)	39,109,586	8,629,134	30,480,452	
Economic Uncertainty	1,966,950	1,124,460	-	-	3,091,410	-	3,091,410	
Measure N Total	36,900,255	20,929,631	15,410,472	(218,418)	42,200,996	8,629,134	33,571,862	

*Note - The Fire Station 51 relocation construction cost will need an additional appropriation of aprox. $18 million.

Measure N Summary

Summary:

The Independent Accountants' Report confirmed that Measure N funds are in accordance with the Ballot Measure, Program Guidelines and Expenditure Plan for Fiscal Year ended June 30, 2025.

Action Tonight:

No formal action is required today. Council is to receive and review the report.

QUESTIONS?

VISALIA

Visalia City Council

Staff Report

File #: 25-0607 **Agenda Date:** 1/20/2026 **Agenda #:** 4.

Agenda Item Wording:
Neighborhood park development - Recommendation and approval for the conceptual designs of two new neighborhood parks at the Elliott Property (west side of Roben Street south of Tulare Ave) and the Pearl Wood Property (one-quarter mile southeast of McAuliff Street and Cherry Avenue).

Prepared by: Jason Glick, Parks and Recreation Director (559)713-4042, jason.glick@visalia.gov

Department Recommendation: Staff recommends the Visalia City Council approve conceptual design number three (3) for the Elliott Property and conceptual design number three (3) for the Pearl Wood Property, with reduced amenities including Musco field lighting, restrooms, and parking lot. Staff also recommends transferring funds from existing projects as outlined to fund the project shortfall.

Summary:
As part of the Visalia 2030 General Plan, the City studied key community elements, including the development and maintenance of parks, schools, and other essentials for future neighborhoods. A map was developed to identify desired park locations, ensuring adequate park space to support future community growth. As new neighborhoods are built, development is now occurring around these identified park locations.

There are two locations now in development: the Elliott Property, planned for 225 single-family residential homes, and the Pearl Wood Property with 273 single-family residential homes. City staff anticipated the planning of these future neighborhood parks and included them in the Capital Improvement Project six-year plan starting in Fiscal Year 2022/2023.

In the planning process for these new housing developments, City Staff coordinated with the developers to determine the location, size, and construction plans for the new neighborhood parks. The Elliott Property is being developed by San Joaquin Valley Homes and the Pearl Wood Property by D.R. Horton Homes. As part of the agreement, the parks will be constructed by the developer with the City reimbursing for the construction costs. This approach will expedite park development while allowing the City to provide input on and direct the design.

To develop conceptual park designs, D.R. Horton engaged Quad Knopf for the Pearl Wood Property, while San Joaquin Valley Homes selected Wood Architecture for the Elliott Property. Each firm collaborated closely with City staff and the community through three public meetings per site, held in Spring 2025.

These public meetings focused on gathering input for the two future neighborhood parks: the Elliott Property (at Tulare and Roeben) and the Pearl Woods Property (at Road 148 and Cameron Creek). Community members provided feedback and voted on preferred amenities, helping guide each design team in creating three conceptual design options per park.

After reviewing three conceptual designs for each park, staff determined that conceptual design #3

for the Elliott Property, as well as conceptual design #3 for the Pearl Wood Property, offer the most recreational value to the community. These designs incorporate several of the top-rated amenities identified during the public outreach process.

On September 9, 2025, the Visalia Parks and Recreation Commission reviewed the conceptual designs and recommended to the Visalia City Council conceptual design #3 for the Elliott Property and conceptual design #3 for the Pearl Wood Property.

At the December 2, 2025 City Council meeting, staff identified several funding shortfalls affecting multiple capital projects, as summarized in Tables 1 and 2 below. To address these gaps, staff is proposing to reallocate funds from currently budgeted Park projects that are also experiencing funding shortfalls. The primary goal of this effort is to fund the Pearl Wood Property Park. The Inclusive Park will be addressed at a later date.

Currently, no additional funding is required for the Elliott Property Park. The project is fully funded, with a cost estimate of $4,780,800 and a total of $5,197,370 already allocated.

Table 1 - Park funding shortfall

Four projects listed in the current budget will need additional funding to move forward in this fiscal year are shown in the table below

Project	Project Cost	Total Budget	Shortfall	Comments
Dog Park	2,000,000	300,000	(1,700,000)	Includes GF Grant $177,
Riverway Sports Park North Parking lot	3,701,000	1,701,000	(2,000,000)	
Pearlwoods Park	7,567,500	3,042,372	(4,525,128)	
Inclusive Park	9,780,352	7,880,352	(1,900,000)	
Total	**$23,048,852**	**$ 12,923,724**	**$(10,125,128)**	

Table 2 - Park & Recreational Facility Impact Fee Fund Projects

The five-year projection for projects funded by the Park and Recreation Facilities Impact Fee Fund. Fiscal Year 2025/26 is the only year with a current budget appropriation; funding for FY 2026/27 through FY 2029/30 will need to be addressed in future budgets.

	Project Description	2025-26	2026-27	2027-28	2028-29	2029-30
1	East Side Regional Park EIR	106,600				
2	East Side Regional Park Site Master Plan	1,863,500			11,694,200	83,500
3	East Side Regional Park Basin G	32,599				
4	East Side Regional Park Basin F	137,469	1,433,200			
5	East Side Regional Park (ESRP) Basin E		156,200	445,600	23,700	
6	Eastside Park Regional Park Basin D	510,159				
7	Riverway Sports Park North Parking Lot	1,614,790				
8	Riverway Community Dog Park	49,433				
9	Victory Oaks 2-Acre Neighborhood Park	2,250,000	1,250,000			
10	Road 148-Mineral King to St. John's Parkway	3,403,500	160,700	8,690,000		8,300,000
11	Elliot Property 4-Acre Neighborhood Park	5,197,370				
12	Pearlwoods 5-Acre Neighborhood Park	3,042,372				
13	City Inclusive Park	33,593				
14	Removal of Orchard Eastside Regional Park	37,393				
15	Goshen-Virmargo Park/Pond Design				1,700,000	
16	Park Master Plan Update	100,000				
17	Southside Open Space and Basin		944,600			
18	New Recreation Center			50,000	20,000,000	
	Total	**$18,378,778**	**$3,944,700**	**$ 9,185,600**	**$33,417,900**	**$8,383,500**

The Pearl Wood Property currently has an approved project budget of $3,042,372, resulting in a funding shortfall of $4,525,128 based on the original total project cost of $7,567,500.

At the December 9, 2025, Parks and Recreation Commission meeting, the Commission recommended that the City Council eliminate the following amenities at the Pearl Wood Park location: Musco field lighting ($600,000), restrooms ($250,000), and parking ($47,000). These reductions would generate cost savings of $897,000 and reduce the total project cost to $6,670,500.

To address the remaining funding gap, staff propose the following actions:

- Approve the Parks and Recreation Commission's recommended reductions.
- Transfer $2,240,000 from the Victory Oaks property in fiscal year 2025-26 and appropriate these funds to the Pearl Wood property project.
- Transfer $1,388,200 from the Riverway Sports Park North parking lot project in fiscal year 2025-26 and appropriate these funds to the Pearl Wood Property project.

These actions will fully fund the Pearl Wood Property Park project at a revised total cost of $6,670,500. Staff further recommends moving both the Riverway Sports Park north parking lot project and the Victory Oaks property park project to the outer fiscal years.

Background Discussion:
The Elliott Property project was publicly noticed through mailers each time it was presented to the Planning Commission and City Council. The Visalia Planning Commission approved the project with a 5-0 vote on August 12, 2024, followed by City Council approval on September 16, 2024 (5-0 vote). The Elliott Property is approximately 4 acres in size.

Staff conducted public meetings for the Elliott Property Park parcel on March 11, 22, and 27, 2025.

Two of the meetings took place at Sunset Park, and the final meeting was held at City Hall West during the monthly Parks and Recreation Commission meeting. During these sessions, the community was presented with a variety of amenity categories and asked to provide input on their preferences through a voting process to prioritize the desired park amenities.

The Pearl Wood Property project was publicly noticed through mailings prior to all Planning Commission and City Council meetings. Notifications were distributed to residents within a 300-foot radius of the project site. The Planning Commission approved the project on June 12, 2023 (5-0 vote), and the City Council approved it on July 17, 2023 (5-0 vote). The Pearl Wood Property is 5.5 acres in size.

Staff conducted public meetings for the Pearl Wood Property Park parcel on May 3, 8, and 13, 2025, with two meetings hosted at Kiwanis Park and one at City Hall West during the monthly Parks and Recreation Commission meeting. Following the same format for public input as the Elliott Property, residents were invited to review conceptual amenity options and vote on desired amenities for inclusion in the final park design.

The public had the following amenities to choose from for the Elliott Property and the Pearl Wood Property below.

Traditional Sports Amenities:
Multi-Purpose Lighted Athletic Field (Soccer, Baseball, Flag Football and Softball), Lighted Pickleball Courts, Lighted Tennis Courts and Lighted Basketball Courts

Community Amenities:
Amphitheater, Demonstration Garden, Botanical Garden, Butterfly Garden, Interpretive Signage and Public Art

Active Amenities:
Traditional Playground (2-5, 5-12) w/ Shade Sail Structures,
Adventure/Nature Playground w/ Shade Sail Structures, Obstacle Course Parcourse Equipment, Disc Golf, ½ Acre BMX Pump Track, Cornhole, Lighted Walking Path, Mini Pitch Court and Outdoor Handball Court

Site Amenities:
Solar Pedestrian Lights, Restrooms, Seating Areas, Parking Lot and Drinking Fountains

The voting results for the Elliott Property and the Pearl Wood property are as follows:

Elliott Property top six amenities are as follows:

Amenity	**Votes**
Walking Path w/ Lights	72
Restrooms	65
Pickleball Courts	56
BMX Pump Track	42
Parking Lot	36
Botanical Garden	28

Pearl Wood Property top six amenities are as follows:

Amenity	Votes
Walking Path w/ Lights	49
BMX Pump Track	45
Pickleball Courts	42
Restrooms	36
Adventure Themed Playground	27
Amphitheatre	22

The top ten voting amenity totals for both the Elliott Property and the Pearl Wood Properties combined are as follows:

Amenity	Votes
Walking Path w/ Lights	121
Restrooms	101
Pickleball Courts	98
Pump Track	87
Parking Lot	57
Botanical Garden	47
Athletic Field Space	47
Amphitheater	37
Traditional Playground	45
Adventure Playground	43
Basketball Courts	16
Mini Pitch (Pearl Wood Only)	8

The design teams used the feedback gathered during the six community input meetings to create three conceptual designs for both Elliott property and Pearl Wood property. In addition to the valuable input provided by the public, the design teams, working in collaboration with City staff, carefully considered several other key factors. These included park size, fit, available space, compatibility of amenities with the surrounding neighborhood, overall functionality, initial construction costs relative to the available budget, and the long-term cost and complexity of ongoing maintenance.

Fiscal Impact: The engineer's estimated total cost is $4,780,800 for the Elliott property and the revised estimate is $6,67,500 for the Pearl Wood property. The estimated annual operation and maintenance costs are $30,000 for the Elliott property and $38,000 for the Pearl Wood property. Funding for the construction of both neighborhood parks will be provided through the City's Park Impact Fees, which are designated for the development of new recreational facilities. The maintenance for each park will be funded by the General Fund.

Prior Council Action: None

Other: N/A

Alternatives: That the Visalia City Council make a different recommendation on one of the proposed conceptual designs for both the Elliott Property and Pearl Wood Property other than conceptual design number three (3).

Recommended Motion (and Alternative Motions if expected):
I motion to approve the conceptual design number three (3) for the Elliott Property and conceptual design number (3) for the Pearl Wood Property. Additionally, eliminate the following amenities at the Pearl Wood Park location: Musco field lighting ($600,000), restrooms ($250,000), and parking ($47,000) to reduce the overall project cost to $6,670,500; and transfer $3,628,200 from existing projects outlined in the report.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments:
1. Elliot Property Conceptual Design and Pearl Wood Property Conceptual Design. 2, Elliot Property Presentation
3. Pearl Wood Property Presentation

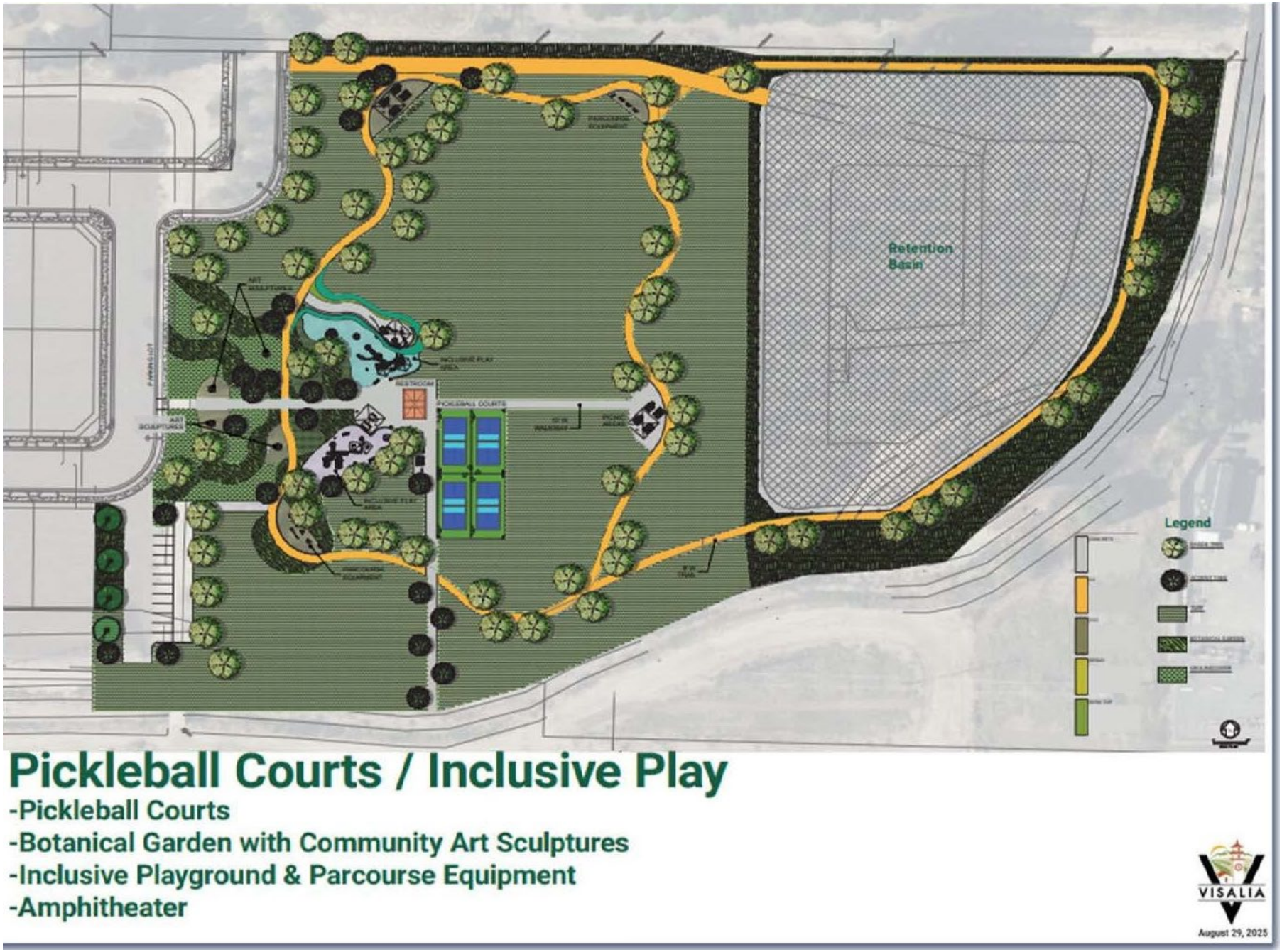
ELLIOTT PROPERTY: CONCEPTUAL DESIGN #1

ELLIOTT PROPERTY: CONCEPTUAL DESIGN #2

ELLIOTT PROPERTY: CONCEPTUAL DESIGN #3

PEARL WOOD PROPERTY: CONCEPTUAL DESIGN #1

PEARL WOOD PROPERTY: CONCEPTUAL DESIGN #2



PEARL WOOD PROPERTY: CONCEPTUAL DESIGN #3

Passive Play / Nature Play

-Nature playground
-Botanical Garden with Community Circle and Art Sculptures
-Pickleball Courts
-Passive Play with Arch Backstop (fits soccer and baseball)

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Parks & Recreation

NEIGHBORHOOD PARK PRESENTATION

Elliott Park Property

AGENDA ELLIOTT PROPERTY PARK

- History
- Public Meetings
- Conceptual Designs
- Budget
- Recommendations

ELLIOTT PROPERTY PARK HISTORY

- Property was noticed every time it went to the Visalia Planning Commission & the Visalia City Council

- The Elliott Property Park (Walnut and Roeben) was recommended by the Visalia Planning Commission to move forward on 8/12/24 (5-0 Vote) & approved by the Visalia City Council on 9-16-24. (5-0 Vote)

ELLIOTT PROPERTY PARK HISTORY

- San Joaquin Valley Homes selected Wood Architecture to design the Elliott Property Park.
- The Elliott Property is 4 acres.
- Wood Architecture engaged with City Staff to get public input on park amenities from the community to create three conceptual designs for each park location.
- The three public input meetings were held for the Elliott Property, and they took place during the spring of 2025.

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ELLIOTT PROPERT PUBLIC MEETINGS

The public voted on different types of amenities ranging from Traditional Sports, Community Amenities, Active Amenities, and Site Amenities

Traditional Sports Amenities:
Multi-Purpose Lighted Athletic Field (Soccer, Baseball, Flag Football and Softball), Lighted Pickleball Courts, Lighted Tennis Courts and Lighted Basketball Courts

Community Amenities:
Amphitheater, Demonstration Garden, Botanical Garden, Butterfly Garden, Interpretive Signage and Public Art

Active Amenities:
Traditional Playground (2-5, 5-12) w/ Shade Sail Structures,
Adventure/Nature Playground w/ Shade Sail Structures, Obstacle Course, Parcourse Equipment, Disc Golf, BMX Pump Track, Cornhole, Lighted Walking Path, Mini Pitch Court and Outdoor Handball Court

Site Amenities:
Solar Pedestrian Lights, Restrooms, Seating Areas, Parking Lot and Drinking Fountains

ELLIOTT PROPERTY PARK

ELLIOTT PROPERTY PARK PUBLIC MEETINGS

Parks & Recreation

ELLIOTT PROPERTY PARK PUBLIC MEETINGS

Parks & Recreation

The top six park amenities chosen for the Elliott Property are as follows:

Elliott Property

Amenity	Votes
Walking Path w/ Lights	72
Restrooms	65
Pickleball Courts	56
BMX Pump Track	42
Parking Lot	36
Botanical Garden	28

ELLIOTT PROPERTY PARK PUBLIC MEETINGS

Parks & Recreation

The top ten amenities when you combine the Elliott Property and the Pearl Wood Property together:

Amenity Votes	Votes
Walking Path w/ Lights	121
Restrooms	101
Pickleball Courts	98
Pump Track	87
Parking Lot	57
Botanical Garden	47
Athletic Field Space	47
Amphitheater	37
Traditional Playground	45
Adventure Playground	43
Basketball Courts	16
Mini Pitch (Pearl Wood Only)	8

VISALIA

ELLIOTT PROPERTY PARK CONCEPTUAL DESIGNS

Parks & Recreation

The design teams used the feedback gathered during the three community input meetings to create three conceptual designs for the Elliott Property Park. In addition to the valuable input provided by the public, the design teams, working in collaboration with City staff, carefully considered several other key factors. These included park size, fit, available space, compatibility of amenities with the surrounding neighborhood and the City, overall functionality, initial construction costs relative to the available budget, and the long-term cost and complexity of ongoing maintenance.

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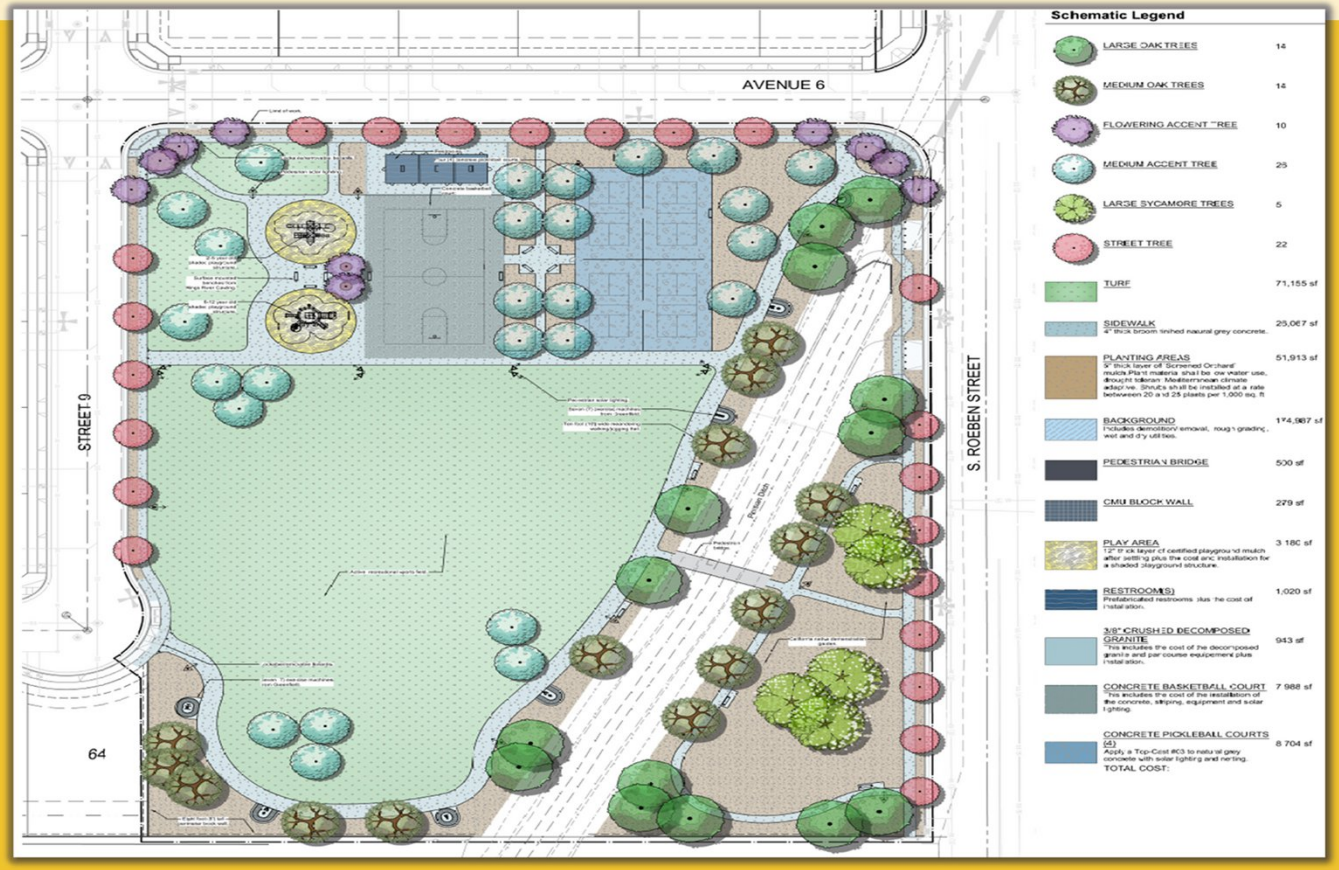
CONCEPTUAL DESIGN #1



Amenity Features
Basketball Court
Restrooms
Pickleball Courts
Lit Walking Path
Passive Play Area
Traditional Playground
Kodak Moment

ELLIOTT PROPERTY

VISALIA
A BETTER WAY OF LIVING

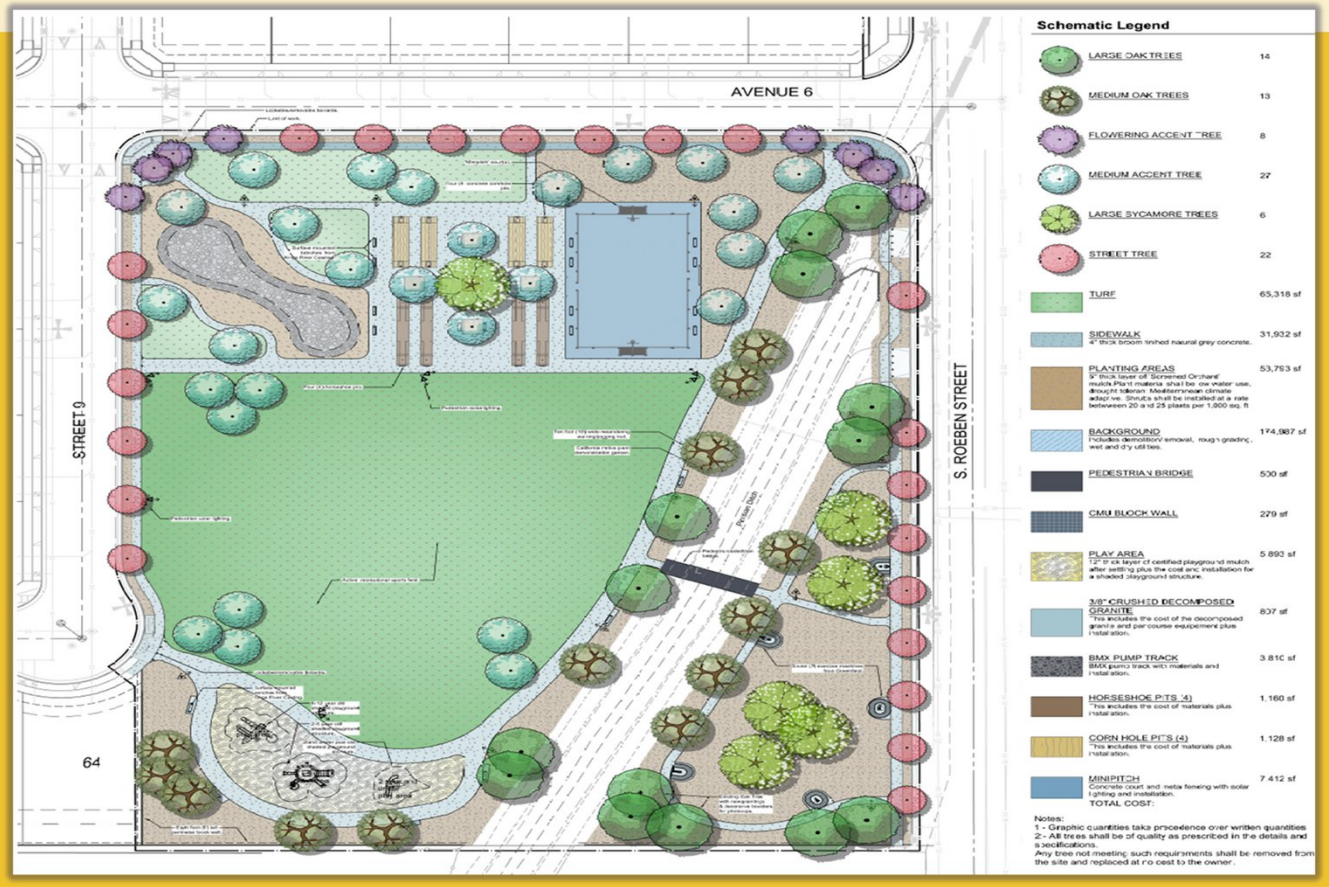
CONCEPTUAL DESIGN #2

- Amenity Features
- Pump Track
- Basketball Court
- Pickleball Courts
- Lit Walking Path
- Passive Play Area
- Traditional Playground
- Restrooms
- Kodak Moment

ELLIOTT PROPERTY

VISALIA
A BETTER WAY OF LIVING

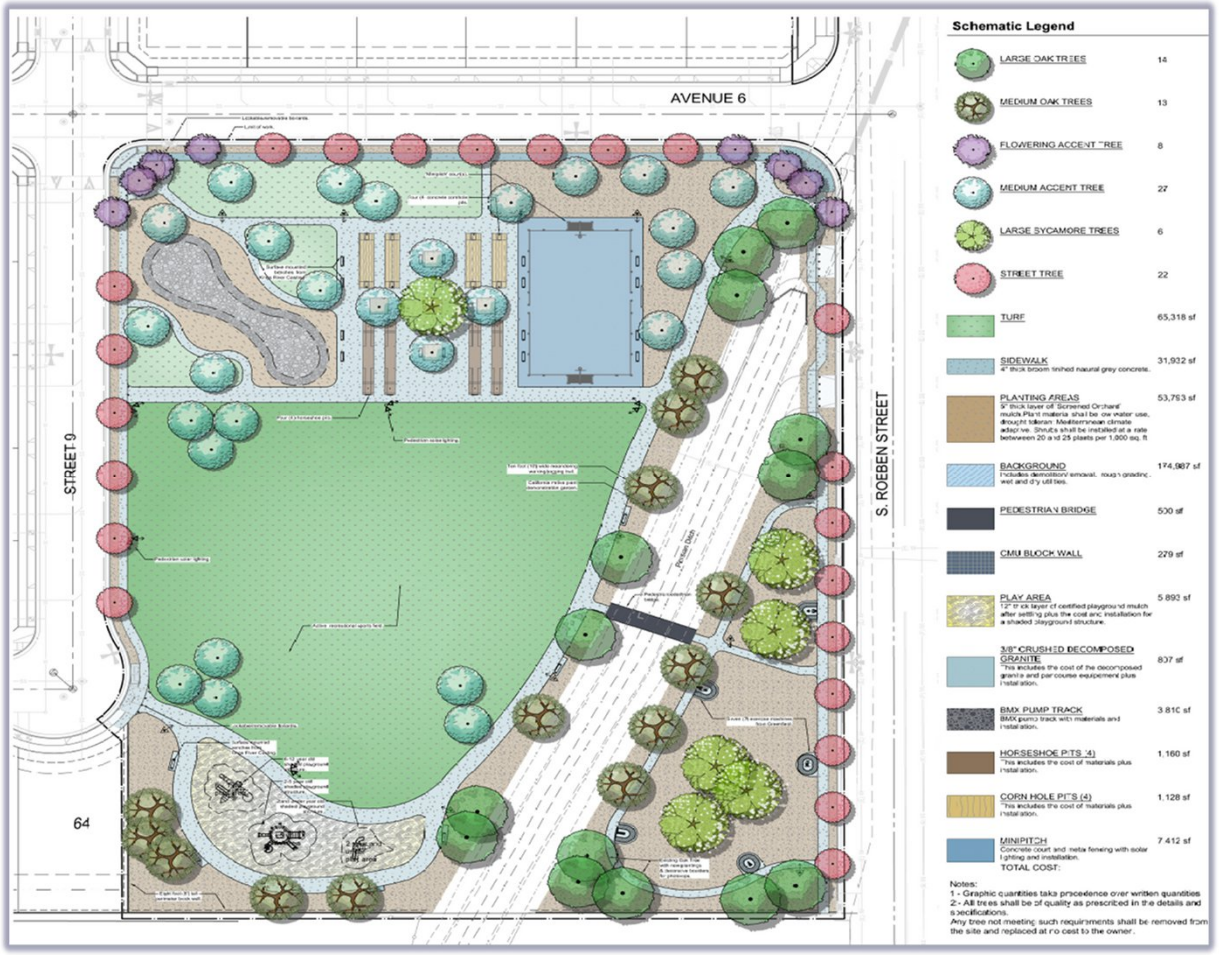
CONCEPTUAL DESIGN #3



- Amenity Features
- Pump Track
- Mini Pitch
- Passive Play Area
- Lit Walking Path
- Cornhole/ Horseshoe Pits
- Fitness Course
- Traditional Playground
- Kodak Moment

ELLIOTT PROPERTY

ELLIOTT PROPERTY PARK



On September 9, 2025, the Visalia Parks and Recreation Commission recommended to the Visalia City Council conceptual design number 3 for the Elliott Park Property.

ESTIMATED BUDGET

Elliott Property Park Cost Estimate
$4,780,800.00

Elliott Property Park Current Budget
$5,197,370.00

ELLIOTT PROPERTY PARK

Parks & Recreation

- Staff recommends that the Visalia City Council approve conceptual design number (3) for the Elliott Property.

Thank you!
Questions?

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liveandplayvisalia.com 559-713-4365 recreation@visalia.gov 345 N Jacob St. Visalia, CA 93291

NEIGHBORHOOD PARK PRESENTATION

PEARL WOOD PROPERTY PARK

Presented By:

Parks and Recreation

VISALIA

AGENDA

History
Public Meetings
Conceptual Designs
Budgets
Park Projects
Recommendations

PEARL WOOD PROPERTY HISTORY

- The property was publicly noticed and went to the Visalia Planning Commission & the Visalia City Council.

- The Pearl Wood Property (Road 148 and Cameron Creek) was recommended by the Visalia Planning Commission to move forward on 6/12/23(5-0 Vote) & approved by the Visalia City Council on 7-17-23. (5-0 Vote)

PEARL WOOD PROPERTY HISTORY

DR Horton choose Quad Knopf to design the Pearl Wood Property Park.

The Pearl Wood Property is 5.5 acres with a 5 acre ponding basin.

Quad Knopf engaged with City Staff to get public input on park amenities from the community to create three conceptual designs for the Pearl Wood Property Park.

The three public input meetings were held for the Pearl Wood Property during the spring of 2025.

PEARL WOOD PROPERTY PUBLIC MEETINGS

The public voted on different types of amenities ranging from Traditional Sports, Community Amenities, Active Amenities, and Site Amenities

Traditional Sports Amenities:
Multi-Purpose Lighted Athletic Field (Soccer, Baseball, Flag Football and Softball), Lighted Pickleball Courts, Lighted Tennis Courts and Lighted Basketball Courts

Community Amenities:
Amphitheater, Demonstration Garden, Botanical Garden, Butterfly Garden, Interpretive Signage and Public Art

Active Amenities:
Traditional Playground (2-5, 5-12) w/ Shade Sail Structures, Adventure/Nature Playground w/ Shade Sail Structures, Obstacle Course, Parcourse Equipment, Disc Golf, BMX Pump Track, Cornhole, Lighted Walking Path, Mini Pitch Court and Outdoor Handball Court

Site Amenities:
Solar Pedestrian Lights, Restrooms, Seating Areas, Parking Lot and Drinking Fountains

PEARL WOOD PROPERTY PUBLIC MEETINGS

PEARL WOOD PROPERTY PUBLIC MEETINGS

The top six park amenities chosen are as follows:

Pearl Wood Property

Amenity	Votes
Walking Path w/ Lights	72
BMX Pump Track	65
Pickleball Courts	56
Restrooms	42
Adventure Themed Playground	36
Amphitheatre	28

PEARL WOOD PROPERTY PUBLIC MEETINGS

The top ten amenities when you combine the Elliott Property and the Pearl Wood Property together:

Amenity Votes	Votes
Walking Path w/ Lights	121
Restrooms	101
Pickleball Courts	98
Pump Track	87
Parking Lot	57
Botanical Garden	47
Athletic Field Space	47
Amphitheater	37
Traditional Playground	45
Adventure Playground	43
Basketball Courts	16
Mini Pitch (Pearl Wood Only)	8

CONCEPTUAL DESIGNS

The design teams used the feedback gathered during the six community input meetings to create three conceptual designs for the Pearl Wood Property Park. In addition to the valuable input provided by the public, the design teams—working in collaboration with City staff, carefully considered several other key factors. These included park size, fit, available space, compatibility of amenities with the surrounding neighborhood and the City, overall functionality, initial construction costs relative to the available budget, and the long-term cost and complexity of ongoing maintenance.

CONCEPTUAL DESIGN #1
PEARL WOOD PROPERTY

CONCEPTUAL DESIGN #2
PEARL WOOD PROPERTY

CONCEPTUAL DESIGN #3
PEARL WOOD PROPERTY

Passive Play / Nature Play

-Nature playground
-Botanical Garden with Community Circle and Art Sculptures
-Pickleball Courts
-Passive Play with Arch Backstop (fits soccer and baseball)

VISALIA

August 29, 2025

CONCEPTUAL DESIGN #3 PEARL WOOD PROPERTY

Staff and the PR Commission Recommends to the Visalia City Council Conceptual Design # 3 for the Pearl Wood Property

ESTIMATED BUDGETS

Pearl Wood Property Park Budget Estimate
$7,567,000.00

Pearl Wood Property Park Current Funding
$3,042,372.00

Current Park Projects

Project	Project Cost	Total Budget	Shortfall	Comments
Dog Park	2,000,000	300,000	(1,700,000)	Includes GF Grant $177,952
Riverway Sports Park North Parking lot	3,701,000	1,701,000	(2,000,000)	
Pearlwoods Park	7,567,500	3,042,372	(4,525,128)	
Inclusive Park	9,780,352	7,880,352	(1,900,000)	
Total	**$ 23,048,852**	**$ 12,923,724**	**$ (10,125,128)**	

Current Park Projects

	Project Description	2025-26	2026-27	2027-28	2028-29	2029-30
1	East Side Regional Park EIR	106,600				
2	East Side Regional Park Site Master Plan	1,863,500			11,694,200	83,500
3	East Side Regional Park Basin G	32,599				
4	East Side Regional Park Basin F	137,469	1,433,200			
5	East Side Regional Park (ESRP) Basin E		156,200	445,600	23,700	
6	Eastside Park Regional Park Basin D	510,159				
7	Riverway Sports Park North Parking Lot	1,614,790				
8	Riverway Community Dog Park	49,433				
9	Victory Oaks 2-Acre Neighborhood Park	2,250,000	1,250,000			
10	Road 148-Mineral King to St. John's Parkway	3,403,500	160,700	8,690,000		8,300,000
11	Elliot Property 4-Acre Neighborhood Park	5,197,370				
12	Pearlwoods 5-Acre Neighborhood Park	3,042,372				
13	City Inclusive Park	33,593				
14	Removal of Orchard Eastside Regional Park	37,393				
15	Goshen-Virmargo Park/Pond Design				1,700,000	
16	Park Master Plan Update	100,000				
17	Southside Open Space and Basin		944,600			
18	New Recreation Center			50,000	20,000,000	
	Total	**$ 18,378,778**	**$3,944,700**	**$ 9,185,600**	**$ 33,417,900**	**$8,383,500**

PEARL WOOD PROPERTY RECOMMENDATIONS

- At the December 9, 2025, the Visalia Parks and Recreation Commission meeting, the Commission recommended that the City Council eliminate the following amenities at the Pearl Wood Park location: Musco field lighting ($600,000), restrooms ($250,000), and parking ($47,000). These reductions would generate cost savings of $897,000 and reduce the total project cost to $6,670,500 and approve conceptual design number 3 for the Pearl Wood Property

PEARL WOOD PROPERTY RECOMMENDATIONS

To address the funding gap, staff propose the following actions:

- Approve the Parks and Recreation Commission's recommended reductions.
- Transfer $2,240,000 from the Victory Oaks Property in fiscal year 2025–26 and appropriate these funds to the Pearl Wood Property Project.
- Transfer $1,388,200 from the Riverway Sports Park North Parking Lot Project in fiscal year 2025–26 and appropriate these funds to the Pearl Wood Property project.

These actions will fully fund the Pearl Wood Property Park Project at a revised total cost of $6,670,500. Staff further recommends moving both the Riverway Sports Park North Parking Lot Project and the Victory Oaks Property Park project to the outer fiscal years.

Once City Council approves a conceptual design, the engineering firms will create construction docs based off the chosen conceptual plan for the Pearl Wood Property Park.

THANK YOU!
QUESTIONS?

liveandplayvisalia.com

recreation@visalia.gov

559-713-4365

345 N Jacob St. Visalia, CA 93291

Visalia City Council

Staff Report

File #: 25-0609 **Agenda Date:** 1/20/2026 **Agenda #:** 5.

Agenda Item Wording:
Aquatic facility presentation - Parks and Recreation Department management with consultants from Aquatics Design Group will deliver a presentation on aquatic facilities with a competitive pool and recreation amenities and receive direction from Council.

Prepared by: Jason Glick, Parks and Recreation Director, (559) 713-4042 jason.glick@visalia.gov and Laurissa Roggenkamp, Recreation Manager, (559) 713-4336 laurissa.roggenkamp@visalia.gov.

Department Recommendation: Staff recommends City Council consider the information provided in the presentation on aquatics facilities and provide comments and direction:

1. Direct staff to focus on plans for a 50-meter competitive pool and a large recreational pool; and/or

2. Direct staff to further assess the feasibility of two to four of the proposed aquatic facility sites to include development costs, preliminary environmental assessments, property owner willingness to sell if not a City-owned property, and other aspects of the parcels proposed for the development of an aquatics facility; and

3. Provide staff with direction regarding the timeline for development of this facility, whether the project could be phased, the priority for development given current available funding, and direct staff to return with funding options for development of a phased project or the complete project.

Summary:
Type of aquatic facility:
This presentation will review site considerations, acreage requirements, capital costs, operating costs, programming opportunities, and various pool configurations for a proposed aquatic complex. The City Council will be presented with three conceptual aquatic facility options:

- A 50-meter competitive pool with a small recreation pool
- A 50-meter competitive pool with a medium-sized recreation pool
- A 50-meter competitive pool with a large recreation pool (5.1 acres)

For each concept, preliminary capital cost estimates, required acreage, and operation and maintenance costs are provided in the presentation.

Staff has focused on a 50-meter competitive pool rather than 35-meter competitive pool and other competitive pool options based on Council discussion at the last work session. If Council wants to consider smaller options, that information can be discussed during the work session.

Staff is seeking direction from the City Council on whether there is interest in pursuing the development of an aquatic facility and if so, confirmation of the size of the facilities.

Location of aquatic facility:
Staff will also verbally review the map of potential City pool sites for Council consideration. The map depicts the current public agency pools that have some public access (Visalia Unified School District pools). The map includes four City owned potential aquatic facility sites, and four sites held by other public and private entities that could potentially be aquatic facility sites. As with most situations, each site has opportunities and challenges. Council may want to select two-four of the sites for further exploration. Council could also focus on a primary site for Staff to conduct further study on including underground utilities, environmental review and testing, utility and infrastructure availability and costs, and, in the case of sites owned by others, the willingness to sell the property. If the Council chooses a more focused single sight approach, staff recommends that Council select a back-up sight for Staff to explore should the first sight not be feasible.

Priority, timeline and funding:
Council may also want to provide Staff with direction regarding how this project should be approached and Council's expectations on a timeline. If the project, either in a phased approach or as a total project, is to proceed in the near future, Staff will need to return with funding options that could include moving other large projects into future years to make funding available, and/or returning with funding source options that could include a sales tax enhancement, increase in Transient Occupancy Tax, other new and existing funding sources, and redirecting current funding sources and projects. To fund the entire project in the near future, a comprehensive approach would be needed to fund the approximately $33 million project, and the operating subsidy for the complete project of $300,000 - 1 million annually would also need to be considered beginning in the first year of operation.

Consultant and public outreach:
Once Council provides direction on the size of the facility, and a timeline, Staff will solicit proposals for an experienced aquatics facility consultant, and work with the consultant to develop an appropriate plan for soliciting public input on the configuration, features and amenities that the public is seeking in both facilities. The consultant would use this information, and further Council input, to design the facility.

Background Discussion:
At the January 2025 Strategic Planning Session, City Council requested that staff provide information on aquatics facilities. Subsequently, at the October 20, 2025 City Council meeting, Parks and Recreation staff presented an overview that included the history of aquatics facilities, current facilities, previous community needs assessments, existing City aquatic programs, and various types of aquatic facility models.

At the conclusion of the October 20th presentation, City Council directed staff to research the development of an aquatics facility that would accommodate both competitive and recreational use, including a fifty-meter competitive pool and recreational aquatic amenities. Council further directed staff to return within 60 days with potential site locations, projected development costs, and estimated annual operation and management costs.

Staff met with consultant Dennis Berkshire from Aquatics Design Group, a design and consulting service company in the aquatics industry for the past 40+ years. The company specializes in architectural, structural, mechanical, and electrical design services for swimming pools and water features across a range of market segments, including parks and recreation, high schools, higher

education, hospitality, and health care. Their expertise covers all types of aquatic environments, such as competition pools, recreational and leisure facilities, therapeutic water spaces, and decorative or natural water features.

Dennis Berkshire, Aquatics Design Group Principal and President has more than 40 years of experience in the aquatics industry, with extensive expertise in swimming pool design, construction, operations, and training. He has worked with multiple states on swimming pool environmental health codes and chaired the Operator Training Module for the Model Aquatic Health Code. Dennis currently serves on the National Sanitation Foundation Joint Committee on Recreational Water Facilities and is an instructor for the certified pool operator and aquatic facility operator courses, having trained more than 1,000 operators nationwide. He was named to Aquatics International Magazine's "Power 25" for a second time in February 2023 in recognition of his leadership in shaping the Model Aquatic Health Code. As President, he oversees project management, commissioning, and aquatic facility assessments and studies.

Aquatics Design Group is providing consultation services to the City of Visalia at no cost during these preliminary discussions to assist staff in evaluating potential facility options, site considerations, and associated costs.

Fiscal Impact: Project cost for a 5- meter pool and large recreational facility is estimated at $33 million. Annual operating subsidy for the entire project is expected to be $300,000 - $1 million, depending on Council policies regarding fees, utilities and other expenses, and actual usage.

Prior Council Action:

- January 2025 - Council requested information from staff on aquatic facilities.
- October 2025 - Council directed staff to research development of an aquatic facility for competitive and recreational use.

Other: None

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to:

1. Propose an aquatics facility that includes a 50-meter competitive pool and a large recreational pool; and/or
2. Direct staff to conduct further feasibility research on the identified site(s) for an aquatics facility; and/or

3. Direct staff to return with funding options for total and phased approaches to the project, including projected timelines.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: Aquatics Facility Presentation

City of Visalia

Aquatic Center Feasibility

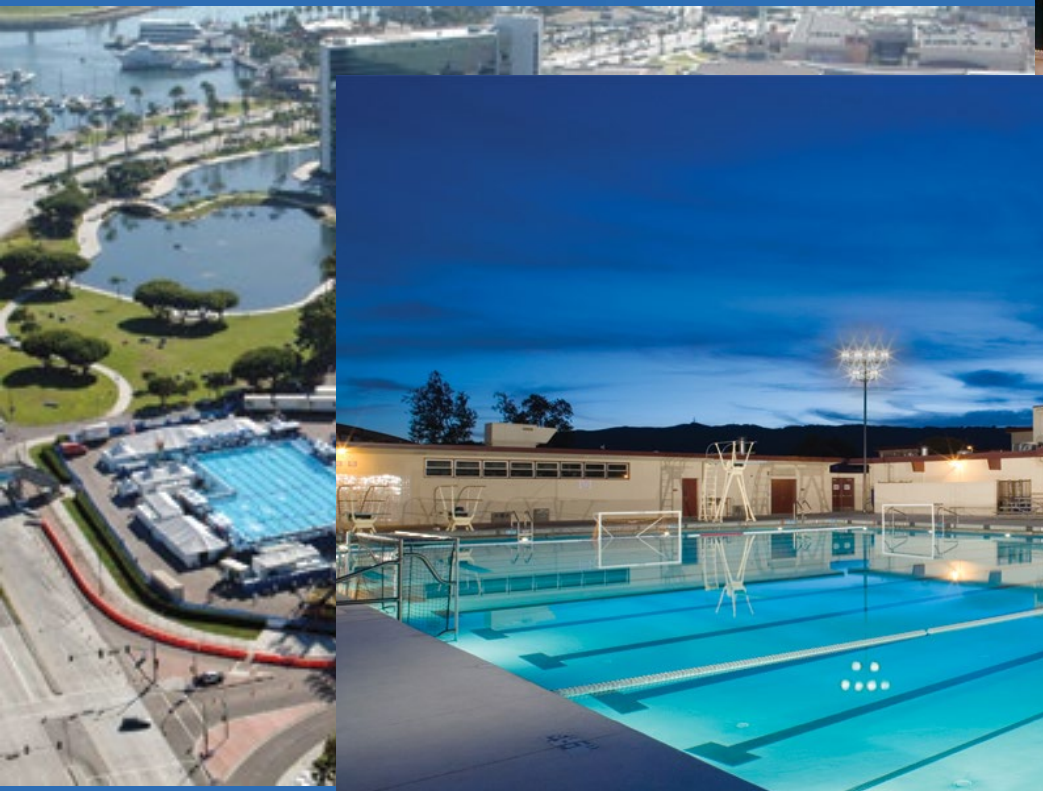
Project Team

Aquatic Design Group

Dennis Berkshire, President

ADG FIRM PROFILE

- Firm Founded in 1984
- Industry Involvement:
  - Competitive Facilities
  - Recreational Facilities
  - Leisure Facilities
- 20 Years Average Experience- Principals and Associates
- Over 3,000 Completed Projects



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PLEASE CLEAR THE POOL
OMEGA
TOYOTA
OMEGA
OMEGA
OMEG

Agenda

- Introduction
- Goals & Objectives
- Aquatic Opportunities
- Construction Costs
- Operating Costs
- Pool Options
- Proforma Options 1-3
- Site Considerations

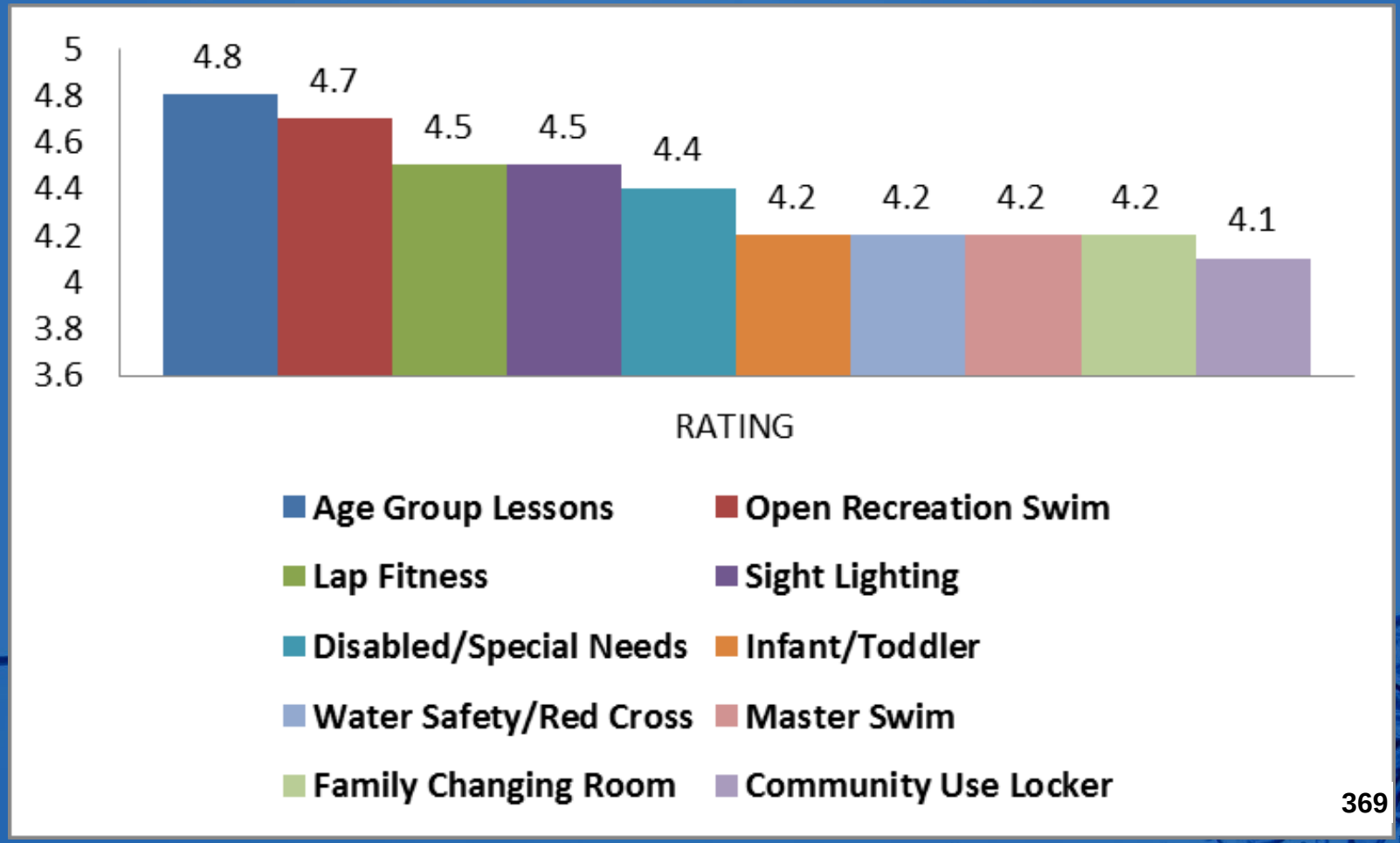
Goals and Objectives

- Create a center that is a source of civic pride
- Serve the full range of aquatics interests
- Provide “something for everyone”
- Create a water-safe community through learn-to-swim and water safety classes

Goals and Objectives

- Support the pursuit of excellence in aquatic sports
- Provide economic benefit to Visalia and local business
- Be responsible stewards of the public's money and resources
- Develop facilities that are environmentally sensitive and sustainable

California Average Community Survey Top Ten Aquatics Programs



Project & Construction Costs

Construction Costs

- Building Gross Square Footage Costs
- Site Costs
  - Preparation/Mobilization
  - Infrastructure
  - Site Improvements & Landscaping
  - Parking
  - Fixed Equipment Costs

Soft Costs

- Design and Engineering
- Site Development
- Fees and Testing
- Equipment and Furnishings
- Contingencies

Construction Costs

+

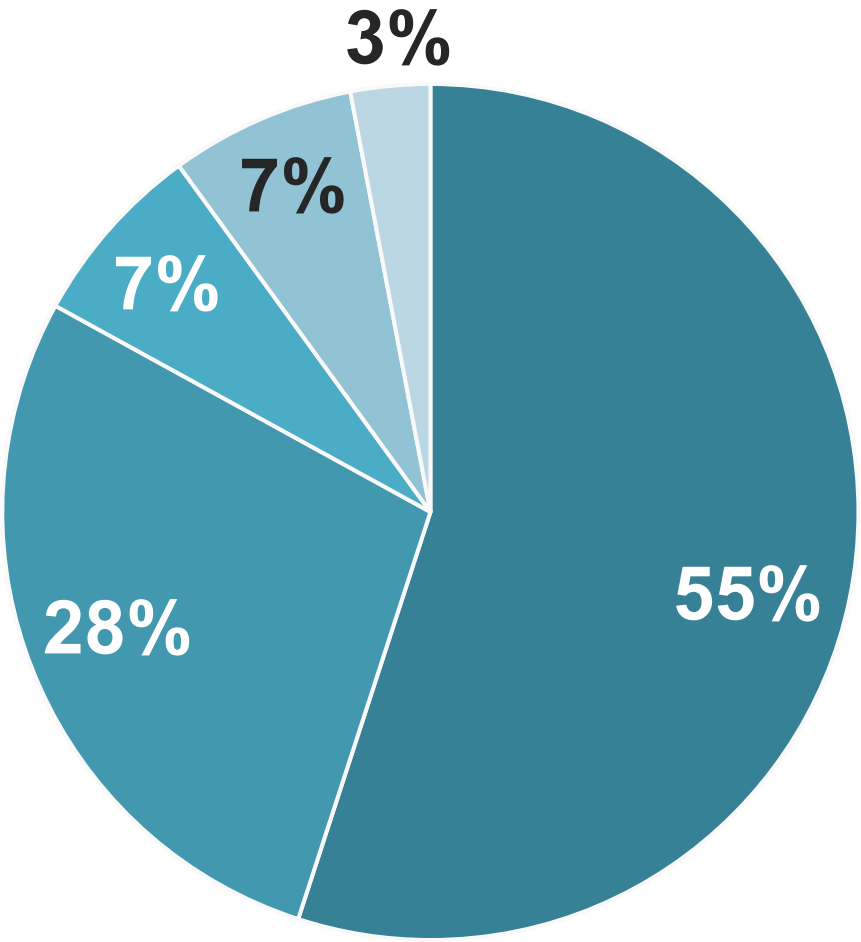
Soft Costs

= Total Project Costs

+ Escalation to the Midpoint of Construction

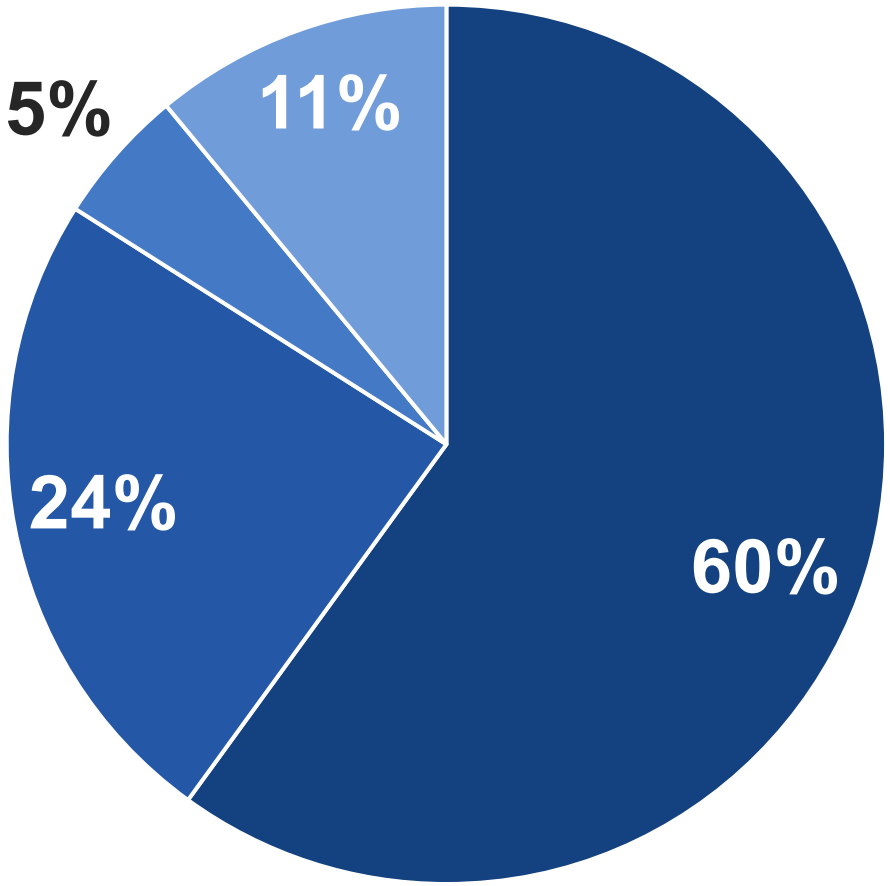
Cost Recovery

Revenue



* Based on California mean averages will vary based on location and economic conditions

Expenses



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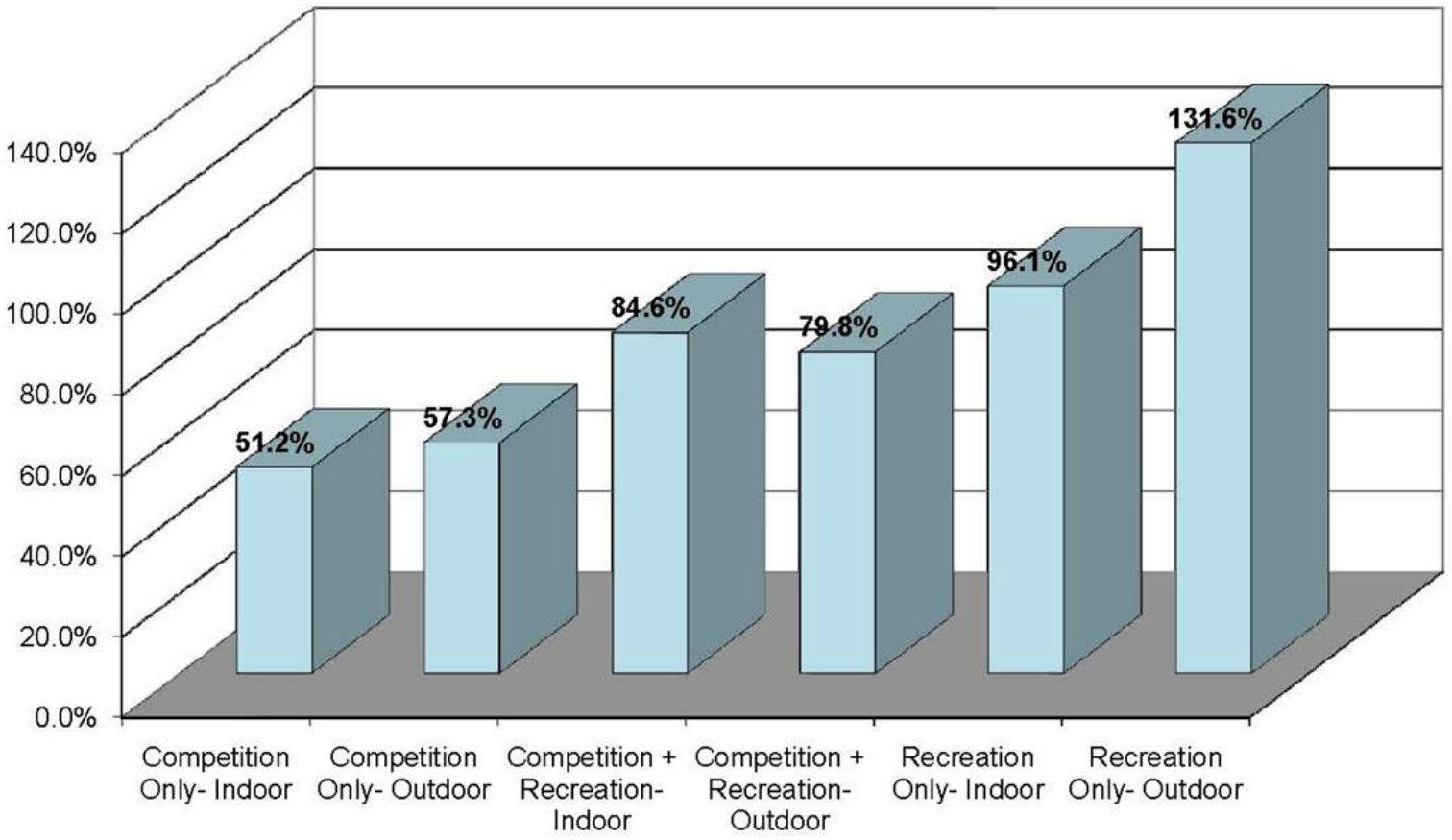
Cost Recovery



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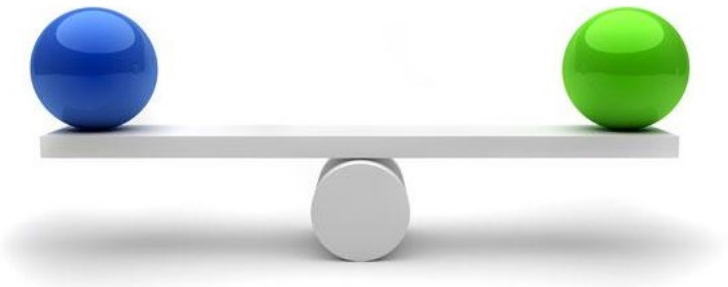
Pool Options

The Right Balance

- Identify City Goals and Objectives
- Market/Programming
- Space Program
- Site Opportunities
- Project Operating
- Costs and Revenue
- Project Budget



50-Meter x 25-Yard Pool

- Lanes: 20
- Depth: 3.5’ – 12’
- Uses: Competitive Aquatics (Swim, Water polo, Synchro), Advanced Instruction
- Square Feet: 12,350
- Construction Cost (Pool Only): $5,600,000
- Estimated Subsidy: ($500,000)

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Multipurpose Recreation Pool

- Lanes: Optional
- Depth: 0’ – 4’
- Uses: Lap Swim, Swim Instruction, Family & Recreation Swim, Water Exercise, Rehabilitation
- Square Feet: 4,715
- Construction Cost (Pool Only): $1,272,000
- Estimated Net Revenue: $100,000

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Building Support Spaces

Required Spaces:

- Lobby/Entry/Control Desk
- Public Locker Rooms, Showers & Bathrooms
- Family Changing Rooms
- Staff Office
- Classroom/Meeting Room
- Concession
- Lifeguard/First Aid/Training
- Pool & Chemical Storage
- Pool Mechanical
- Janitorial

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Building Support Spaces

Additional Options:

- Team Locker Rooms, Showers, & Bathrooms
- Coach Offices
- Timing Station
- Birthday Party Rooms
- Fitness Center or Weight Training Room
- Aerobics/Yoga Studio
- Events Center
- Child watch
- Playground or Lounge

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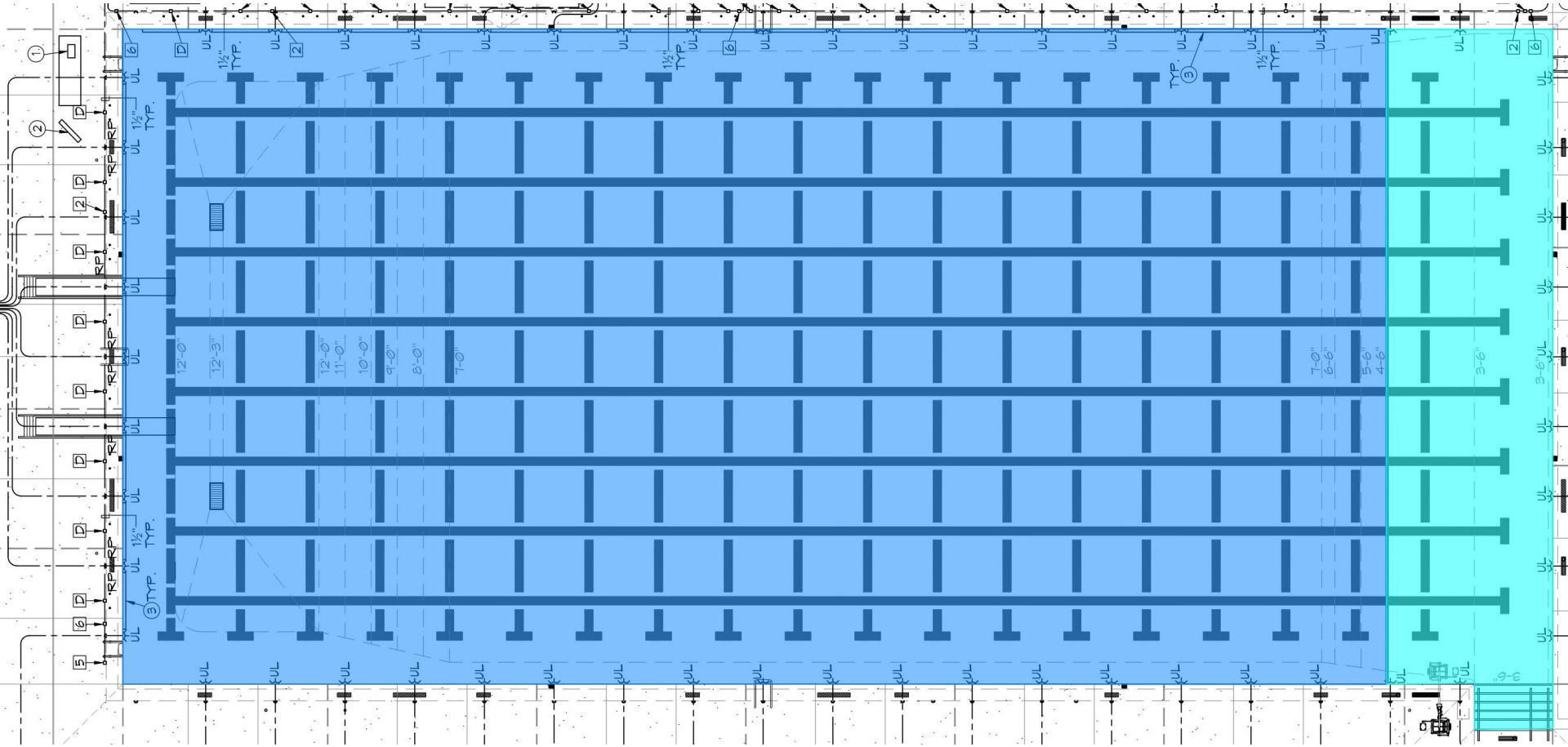
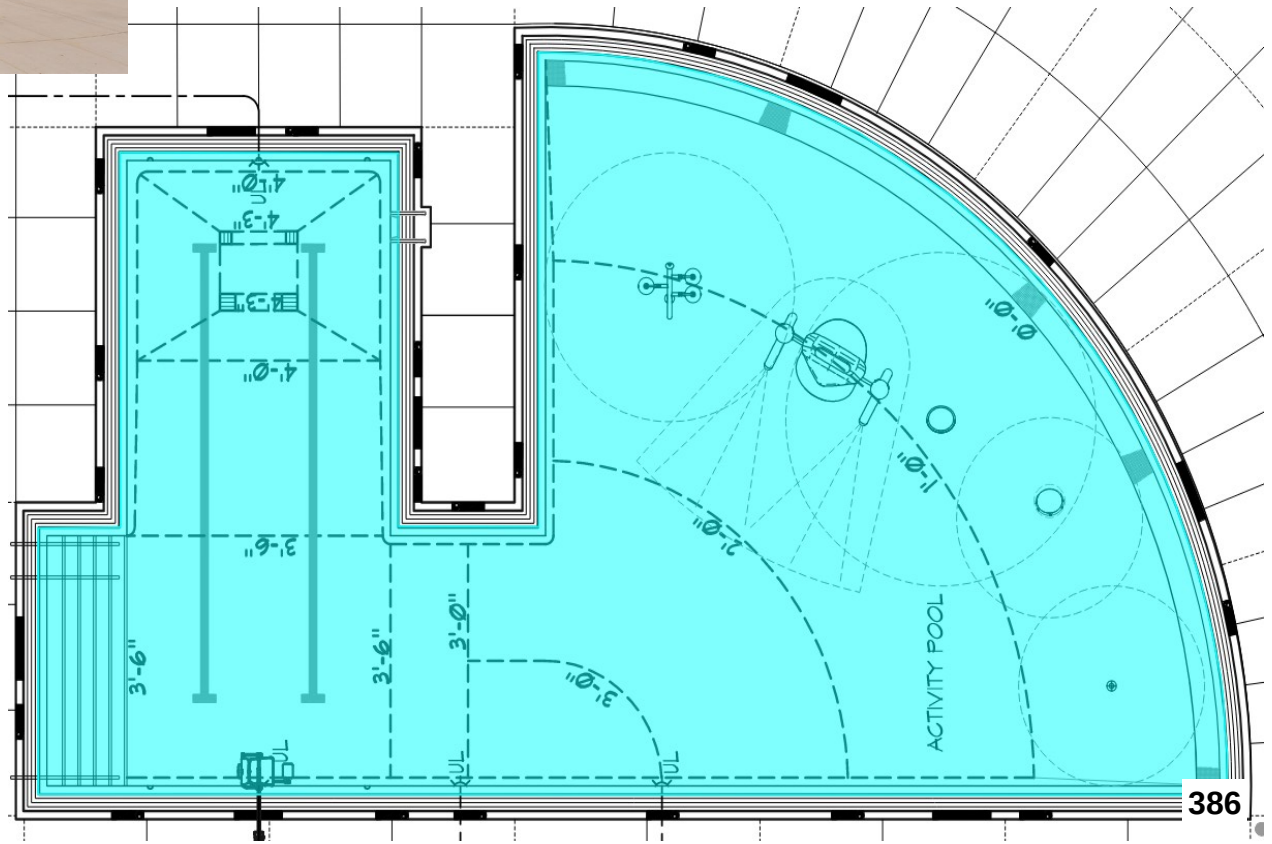
Concept Options

50 – Meter Option



Small Recreation Option 2,500 ft²



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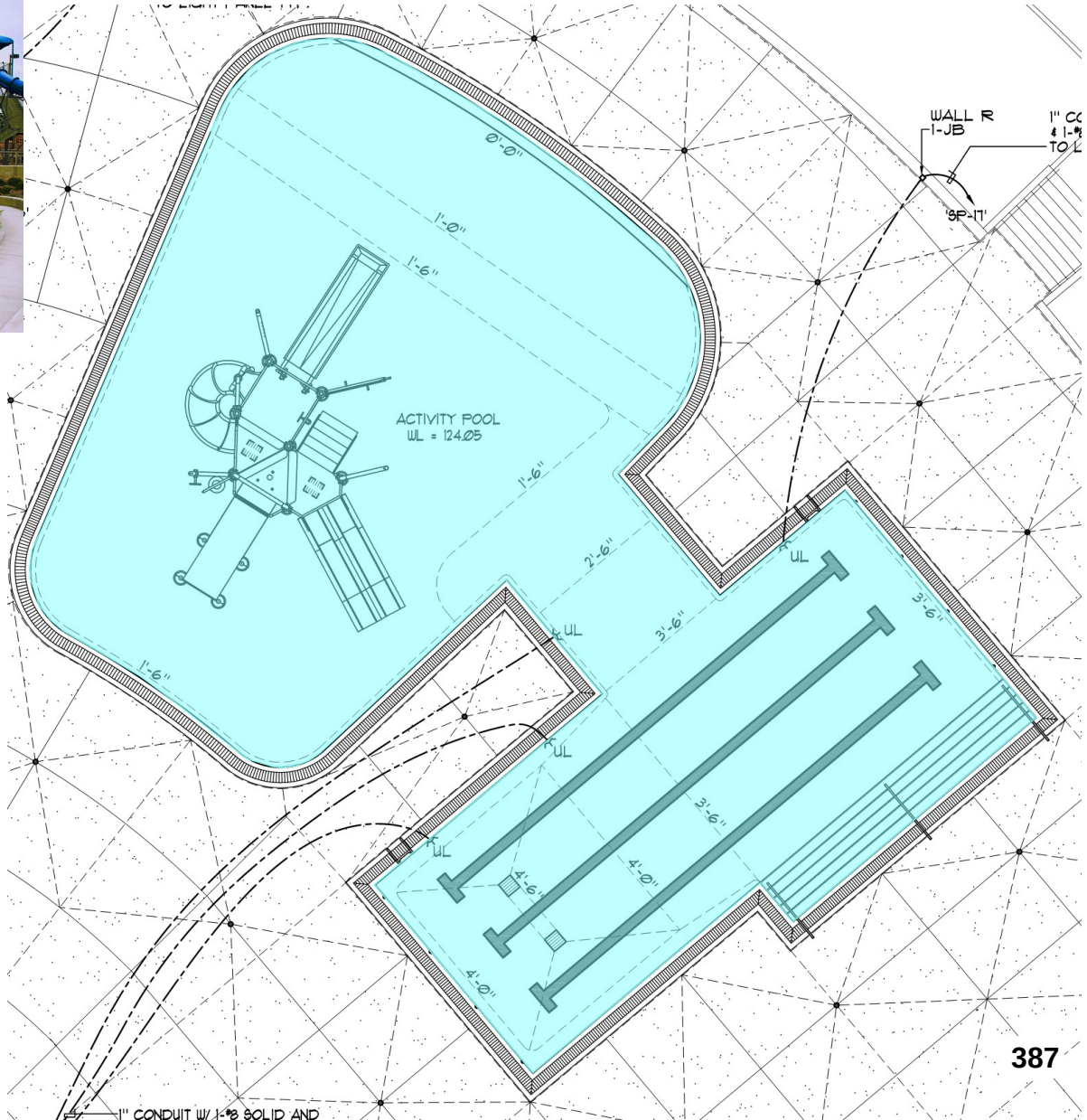
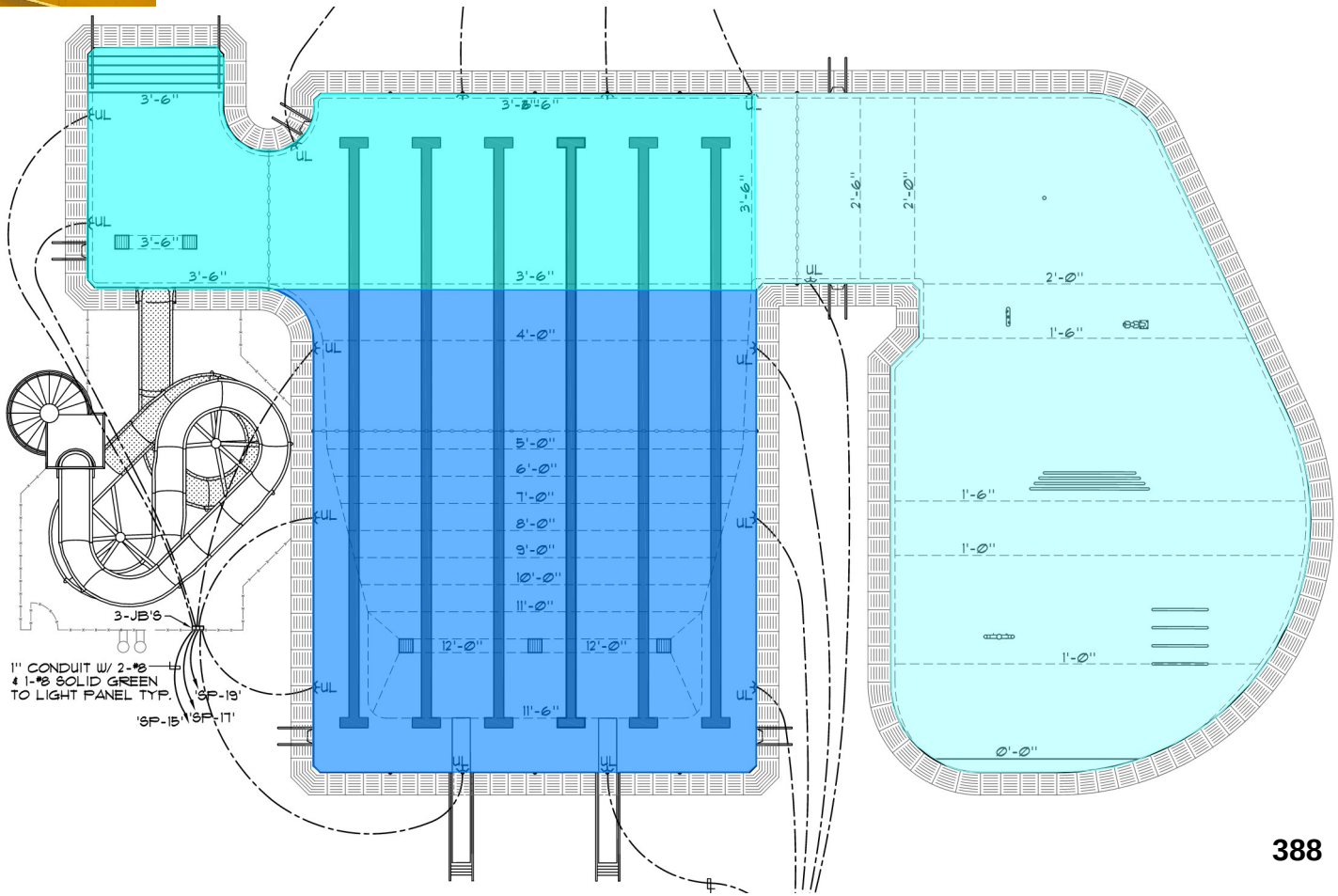
Medium Recreation Option 4,500 ft²



Large Recreation Option 6,500 ft²



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Concept Options*

- Option 1: 50-Meter Pool + Small Recreation Pool
- Option 2: 50-Meter Pool + Medium Recreation Pool
- Option 3: 50-Meter Pool + Large Recreation Pool

* Pools shown are not recommended configuration. They are examples for size of pool.

Option 1
50-Meter Pool & Small Recreation Pool

ITEM	DESCRIPTION	AREA (SQ. FT.)
1.1	**50-Meter Pool**	**12,350**
1.2	**Small Recreation Pool**	**2,500**
1.3	**Pool Decking**	**22,275**
1.4	**Shade Areas**	**1,500**
1.5	Entry/Lobby	1,300
1.6	Lockers (25)/Bathrooms	1,830
1.7	Operators Office	0
1.8	Aquatics Office	150
1.9	Classroom	800
1.10	Concession	500
1.11	Lifeguard/First Aid	500
1.12	Meet Mgt.	0
1.13	Indoor Storage	400
1.14	Pool Mechanical	1,200
1.15	Custodial	64
1.16	**TOTAL BUILDING**	**8,670**
1.17	**Parking Spaces (248)**	**62,370**
1.18	**Sidewalks**	**5,495**
1.19	**Landscape**	**656,458**
1.20	**TOTAL SQAURE FEET**	**180,697**
1.21	**TOTAL ACRES**	**4.15**

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Option 1
50-Meter Pool + Small Recreation Pool

Project Estimate: $25M - $28M

	ORDER OF MAGNITUDE
Annual Operating Revenue	$600k - $700k
Annual Operating Expenses	($1,200k) – ($1,700k)
Required Subsidy *	**($500k) – ($1,000k)**

* Based on California mean averages will vary based on location and economic conditions

Option 2
50-Meter Pool & Medium Recreation Pool

ITEM	DESCRIPTION	AREA (SQ. FT.)
1.1	**50-Meter Pool**	**12,350**
1.2	**Small Recreation Pool**	**4,500**
1.3	**Pool Decking**	**25,275**
1.4	**Shade Areas**	**1,500**
1.5	Entry/Lobby	1,300
1.6	Lockers (25)/Bathrooms	1,950
1.7	Operators Office	0
1.8	Aquatics Office	150
1.9	Classroom	800
1.10	Concession	500
1.11	Lifeguard/First Aid	500
1.12	Meet Mgt.	0
1.13	Indoor Storage	500
1.14	Pool Mechanical	1,500
1.15	Custodial	64
1.16	**TOTAL BUILDING**	**9,320**
1.17	**Parking Spaces (281)**	**70,770**
1.18	**Sidewalks**	**6,095**
1.19	**Landscape**	**68,958**
1.20	**TOTAL SQAURE FEET**	**197,197**
1.21	**TOTAL ACRES**	**4.5**

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Option 2
50-Meter Pool + Medium Recreation Pool

Project Estimate: $28M - $31M

	ORDER OF MAGNITUDE
Annual Operating Revenue	$800k - $900k
Annual Operating Expenses	($750k) – ($1,800k)
Required Subsidy *	**($400k) – ($900k)**

* Based on California mean averages will vary based on location and economic conditions

Option 3
50-Meter Pool & Small Recreation Pool

ITEM	DESCRIPTION	AREA (SQ. FT.)
1.1	**50-Meter Pool**	**12,350**
1.2	**Small Recreation Pool**	**7,500**
1.3	**Pool Decking**	**29,775**
1.4	**Shade Areas**	**1,500**
1.5	Entry/Lobby	1,300
1.6	Lockers (25)/Bathrooms	2,100
1.7	Operators Office	0
1.8	Aquatics Office	150
1.9	Classroom	800
1.10	Concession	500
1.11	Lifeguard/First Aid	500
1.12	Meet Mgt.	0
1.13	Indoor Storage	800
1.14	Pool Mechanical	2,000
1.15	Custodial	64
1.16	**TOTAL BUILDING**	**10,508**
1.17	**Parking Spaces (331)**	**83,370**
1.18	**Sidewalks**	**6,995**
1.19	**Landscape**	**72,708**
1.20	**TOTAL SQAURE FEET**	**265,716**
1.21	**TOTAL ACRES**	**5.1**

VISALIA

Option 3
50-Meter Pool + Large Recreation Pool

Project Estimate: $31M - $33M

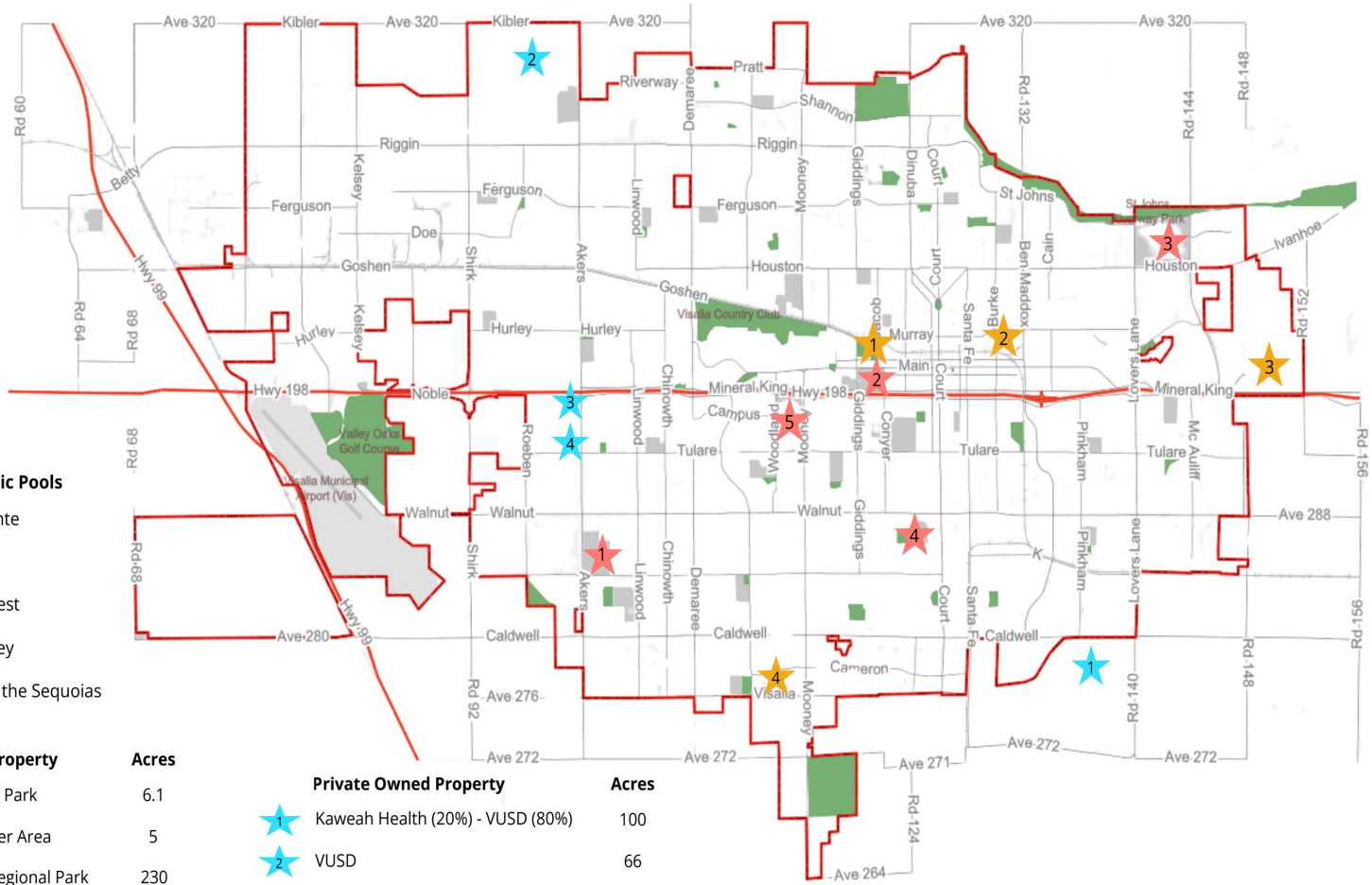
	ORDER OF MAGNITUDE
Annual Operating Revenue	$900k - $1,100k
Annual Operating Expenses	($800k) – ($1,950k)
Net Subsidy *	**($300k) – ($800k)**

* Based on California mean averages will vary based on location and economic conditions

Staff Recommends Option 3
50-Meter Pool + Large Recreation Pool

Potential Site Options

2026 - Existing Public Pools & City Owned Property



Existing Public Pools

1. El Diamante
2. Redwood
3. Golden West
4. Mt. Whitney
5. College of the Sequoias

City Owned Property	Acres
1 Recreation Park	6.1
2 Civic Center Area	5
3 Eastside Regional Park	230
4 City Owned Property	7

Private Owned Property	Acres
1 Kaweah Health (20%) - VUSD (80%)	100
2 VUSD	66
3 Private Property	7.9
4 Central Valley Christian	20

VISALIA

Site Evaluation

Visalia Aquatic Center
Site Evaluation

Site Evaluation Matrix

Rate each site on a scale of 1 to 5 for each of the criteria, with 1 being poor (site poorly fits or does not meet the criteria) and 5 being excellent (site meets the criteria optimally).

	Location A	Location B	Location C
1. Site Configuration and Size			
2. Neighborhood Context and Impacts			
3. Surrounding Land Uses			
4. Vehicular Accessibility			
5. Pedestrian/Bicycle Access			
6. Adequate Parking Capacity			
7. Prominent Siting & Visibility			
8. Availability of Utilities			
9. Access to Public Transportation			
10. Zoning Implications			
11. Soils and Topography			
12. City-Owned Property			
13. Site Aesthetics			
14. Site Expansion Capabilities			
15. TOTAL	**0**	**0**	**0**

Questions?

Visalia City Council

Staff Report

File #: 25-0588 **Agenda Date:** 1/20/2026 **Agenda #:** 1.

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

Visalia City Council

Staff Report

File #: 25-0468 **Agenda Date:** 1/20/2026 **Agenda #:** 2.

Agenda Item Wording:
Authorization to Accept COPS Grant Expenditures - Authorize and accept recommended expenditures for training, equipment, salary, and benefits for 1.5 police officer positions through the State of California fiscal year 2025/26 Citizens Option for Public Safety (COPS) Program funds of $224,616 and $223,197 for fiscal year 2024-25 COPS Growth funds for a total grant of $447,813 and appropriate $67,500 in the 631 grant fund.

Prepared by: Police Chief Jason Salazar, 713-4215, Jason.Salazar@visalia.gov; Financial Analyst Liz Ybarra, 713-4250, Liz.Ybarra@visalia.gov

Department Recommendation: Authorize and accept recommended expenditures for training, equipment, salary, and benefits for 1.5 police officer positions through the State of California fiscal year 2025/26 Citizens Option for Public Safety (COPS) Program funds of $224,616 and $223,197 for fiscal year 2024-25 COPS Growth funds for a total grant of $447,813 and appropriate $67,500 in the 631 grant fund.

Summary:
AB 3229 creates the Citizens Option for Public Safety (COPS) Program. The bill allocates money to cities and counties for law enforcement and public safety purposes. California Government Code section 30061 to 30063 regulates the funding.

The City of Visalia was allocated a total of $447,813 and will be deposited in and expensed from Fund 631. The Grant will be used to continue funding salary and benefits for 1.5 existing police officer positions. In addition, the Department will use the funds for training, equipment and other front line law enforcement services.

Background Discussion:
In FY 2025/26 the State allocated a total of $214,200,000 for COPS and Juvenile Justice Crime Prevention (JJCPA) and it is shared among County and City Agencies. The State allocates 5.15% to the County Sheriff's Office, 5.15% to the District Attorney's Office, 50% for JJCPA and 39.7% for City and County front line law enforcement services. The allocations are calculated in a manner that provides a minimum Grant allocation of $100,000 to each law enforcement jurisdiction. The City Council is responsible for appropriating the COPS Grant funds, which may only be spent on "front line law enforcement services" and may not be used to supplant existing law enforcement services. "Front line law enforcement services" is not specifically defined in the legislation, but includes anti-gang and community crime prevention programs, equipment, or services. The funds may not be used for capital construction projects. Funds must be expended or encumbered annually.

Fiscal Impact: The COPS Grant is budgeted annually, which includes projected revenue and

expenditures. Once the final Grant allocation is announced and expenditures are finalized, adjustment are made to the budget. The police officer position is included in the budget projections for the current fiscal year. A budget adjustment in the amount of $67,500 is required as indicated on the table below.

Citizens Option For Public Safety (COPS) 631 Fund Activity

FY 2025-26			*Current Budget*	*Budget Adjustment*
Revenue				
State COPS 25-26 Allocation	$	224,616	$ 400,000	
State COPS Prior Year -Growth 24/25	$	223,197		
Total Revnue		**447,813**		$ 47,813
Expenditures				
Salary & Benefits (Includes OT)		360,500	$ 323,800	$ 36,700
Lexipol (LEFTA) - (New General Fund Contract)		-	$ 3,100	$ (3,100)
Executive Training -Chief Leadership		11,000	$ -	$ 11,000
Officer Training		7,000		$ 7,000
			$ -	$ -
Allocations		28,300	$ 12,400	$ 15,900
Total Expenditures	**$**	**406,800**	**$ 339,300**	**$ 67,500**
Revenues over (under) Expenditures	**$**	**41,013**		
Fund Balance 7/1/2025	**$**	**(26,137)**		
Committed Expenditures				
SEU Surveillance Camera System (Replacement)		(13,609)		
Total Committed Expenditures		**(13,609)**		
Funds available for other uses	**$**	**(39,746)**		
Projected Fund Balance 6/30/2026	**$**	**1,267**		

Prior Council Action: N/A

Other: N/A

Alternatives: Decline the designated grant money.

Recommended Motion (and Alternative Motions if expected):
I motion to authorize and accept the recommended expenditures for training, equipment, salary, and benefits for 1.5 police officer positions through the State of California fiscal year 2025/26 Citizens Option for Public Safety (COPS) program funds of $224,616 and $223,197 for fiscal year 2024-25 COPS growth funds for a total grant of $447,813 and appropriate $67,500 in the 631 grant fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: COPS Grant

DEPARTMENT OF FINANCE

Gavin Newsom ▪ Governor
915 L Street ▪ Sacramento CA ▪ 95814-3706 ▪ www.dof.ca.gov

September 9, 2025

Honorable Malia M. Cohen
State Controller
3301 C Street
Sacramento, CA 95816

Attention: Evelyn Calderon-Yee, Chief
Bureau of Payments, Local Government Programs and Services Division,
State Controller's Office

Dear Controller Cohen:

Pursuant to Government Code section 30029.05, subdivision (e), paragraph (2), the Department of Finance respectfully submits the attached (Attachments I and II) percentages for the 2025-26 allocation of $214,200,000 in Citizens' Option for Public Safety (COPS) and Juvenile Justice Crime Prevention Act (JJCPA) funds deposited in the Enhancing Law Enforcement Activities Subaccount (ELEAS) in the Law Enforcement Services Account within the Local Revenue Fund 2011.

Pursuant to Government Code section 30061, subdivisions (b) and (g), subsequent to the allocation described in Section 29552, subdivision (d), 47.08727192 percent of the remaining funds deposited in the ELEAS for the COPS (23.54363596 percent) and JJCPA (23.54363596 percent) programs are to be allocated, according to the relative population for each county and city, as follows:

(1) 5.15 percent to county sheriffs for county jail construction and operation ($11,031,300).

(2) 5.15 percent to district attorneys for criminal prosecution ($11,031,300).

(3) 50 percent to counties to implement a comprehensive multi-agency juvenile justice plan ($107,100,000).

(4) 39.7 percent to counties and cities for front-line law enforcement ($85,037,400).

Please note that the by-county percentages for the first three allocations above: (1) county jail construction and operation, (2) district attorney criminal prosecution, and (3) multi-agency juvenile justice plans, are specified on Attachment I and the by-county/city percentages for the fourth allocation, front-line law enforcement, are identified on Attachment II.

Pursuant to Government Code section 30061, subdivision (b), paragraph (3), each law enforcement jurisdiction receiving front-line law enforcement funding is to receive a minimum grant of $100,000. The percentages included in Attachment II are calculated in a manner that provides for a minimum grant allocation of $100,000 to each law enforcement jurisdiction listed in Attachment II.

Also note that the allocations shown on Attachments I and II may be slightly different from the final allocations made by the State Controller's Office due to rounding.

If you have any questions, or need additional information, please call Kyle Gayman, Finance Budget Analyst, at (916) 445-8913.

Sincerely,

Amy Jarvis

AMY JARVIS
Program Budget Manager

Attachment

cc:

Anne Kato, Acting Chief, Local Government Programs and Services Division, State Controller's Office
Evelyn Calderon-Yee, Chief, Bureau of Payments, Local Government Programs and Services Division, State Controller's Office
Melma Dizon, Manager, Local Apportionments Section, Local Government Programs and Services Division, State Controller's Office
Aaron Maguire, Executive Director, Board of State and Community Corrections

2025-26 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2025-26

City/County	City/County Population Estimates 1/1/2025	Projected Allocations by City/County	Percent of Allocation by City/County
Balance of County	130,801	$199,894	0.23506611%
Stanislaus	**555,765**	**$1,313,945**	**1.54513817%**
Ceres	49,305	$100,000	0.11759532%
Hughson	7,977	$100,000	0.11759532%
Modesto	219,765	$335,852	0.39494579%
Newman	12,389	$100,000	0.11759532%
Oakdale	23,231	$100,000	0.11759532%
Patterson	25,868	$100,000	0.11759532%
Riverbank	26,090	$100,000	0.11759532%
Turlock	72,219	$110,367	0.12978677%
Waterford	9,169	$100,000	0.11759532%
Balance of County	109,752	$167,726	0.19723837%
Sutter	**100,257**	**$307,668**	**0.36180368%**
Live Oak	9,658	$100,000	0.11759532%
Yuba City	70,453	$107,668	0.12661304%
Balance of County	20,146	$100,000	0.11759532%
Tehama	**64,827**	**$400,000**	**0.47038128%**
Corning	8,268	$100,000	0.11759532%
Red Bluff	14,466	$100,000	0.11759532%
Tehama	428	$100,000	0.11759532%
Balance of County	41,665	$100,000	0.11759532%
Trinity	**15,884**	**$100,000**	**0.11759532%**
Tulare	**487,209**	**$1,144,366**	**1.34572142%**
Dinuba	26,025	$100,000	0.11759532%
Exeter	10,233	$100,000	0.11759532%
Farmersville	10,392	$100,000	0.11759532%
Lindsay	12,725	$100,000	0.11759532%
Porterville	63,622	$100,000	0.11759532%
Tulare	73,002	$111,564	0.13119392%
Visalia	146,978	$224,616	0.26413825%
Woodlake	8,005	$100,000	0.11759532%
Balance of County	136,227	$208,186	0.24481733%
Tuolumne	**54,357**	**$200,000**	**0.23519064%**
Sonora	5,116	$100,000	0.11759532%
Balance of County	49,241	$100,000	0.11759532%
Ventura	**829,005**	**$1,595,987**	**1.87680656%**
Camarillo	68,927	$105,336	0.12387063%
Fillmore	17,035	$100,000	0.11759532%
Moorpark	34,754	$100,000	0.11759532%
Ojai	7,559	$100,000	0.11759532%
Oxnard	198,733	$303,710	0.35714860%
Port Hueneme	20,838	$100,000	0.11759532%
San Buenaventura	108,985	$166,554	0.19585997%
Santa Paula	31,658	$100,000	0.11759532%
Simi Valley	124,815	$190,746	0.22430850%
Thousand Oaks	122,468	$187,159	0.22009065%
Balance of County	93,233	$142,482	0.16755161%
Yolo	**225,433**	**$500,000**	**0.58797660%**
Davis	65,423	$100,000	0.11759532%
West Sacramento	55,403	$100,000	0.11759532%
Winters	8,021	$100,000	0.11759532%

State Controller's Office

2024-2025 Enhancing Law Enforcement Activities Growth Special Account

Citizens' Option for Public Safety - Front-line Law Enforcement

Front-line Law Enforcement City Allocation

Filter	City/County	City/County Population Estimates 1/1/2024	Projected Allocation by City/County	Percent of Allocation by City/County	Front-line Law Enforcement $86,344,089.39
Tulare County	Lindsay	12,594	$100,000.00	0.11759532%	$101,536.61
Tulare County	Porterville	62,934	$100,000.00	0.11759532%	$101,536.61
Tulare County	Tulare	70,799	$109,332.78	0.12857023%	$111,012.79
Tulare County	Visalia	144,532	$223,196.45	0.26246857%	$226,626.10
Tulare County	Woodlake	7,713	$100,000.00	0.11759532%	$101,536.61
Tulare County	Unincorporated	134,267	$207,344.52	0.24382745%	$210,530.56
Tuolumne County	Tuolumne County	54,407	$200,000.00	0.23519064%	$203,073.21
Tuolumne County	Sonora	5,132	$100,000.00	0.11759532%	$101,536.61
Tuolumne County	Unincorporated	49,275	$100,000.00	0.11759532%	$101,536.60
Ventura County	Ventura County	823,863	$1,599,341.21	1.88075038%	$1,623,916.77
Ventura County	Camarillo	69,014	$106,576.26	0.12532869%	$108,213.92
Ventura County	Fillmore	17,061	$100,000.00	0.11759532%	$101,536.61
Ventura County	Moorpark	35,114	$100,000.00	0.11759532%	$101,536.61
Ventura County	Ojai	7,533	$100,000.00	0.11759532%	$101,536.61
Ventura County	Oxnard	197,536	$305,048.95	0.35872328%	$309,736.35
Ventura County	Port Hueneme	20,916	$100,000.00	0.11759532%	$101,536.61
Ventura County	San Buenaventura	107,569	$166,115.60	0.19534417%	$168,668.14
Ventura County	Santa Paula	31,355	$100,000.00	0.11759532%	$101,536.61
Ventura County	Simi Valley	124,029	$191,534.28	0.22523534%	$194,477.40
Ventura County	Thousand Oaks	122,643	$189,393.92	0.22271838%	$192,304.16
Ventura County	Unincorporated	91,093	$140,672.20	0.16542392%	$142,833.75
Yolo County	Yolo County	221,666	$500,460.95	0.58851865%	$508,151.06
Yolo County	Davis	65,054	$100,460.95	0.11813737%	$102,004.64
Yolo County	West Sacramento	54,278	$100,000.00	0.11759532%	$101,536.61
Yolo County	Winters	7,587	$100,000.00	0.11759532%	$101,536.61
Yolo County	Woodland	60,672	$100,000.00	0.11759532%	$101,536.61
Yolo County	Unincorporated	34,075	$100,000.00	0.11759532%	$101,536.59
Yuba County	Yuba County	83,721	$303,583.46	0.35699994%	$308,248.35
Yuba County	Marysville	12,752	$100,000.00	0.11759532%	$101,536.61
Yuba County	Wheatland	3,893	$100,000.00	0.11759532%	$101,536.61
Yuba County	Unincorporated	67,076	$103,583.46	0.12180930%	$105,175.13
Total	Total	39,128,162	$85,037,400.00	100.00000000%	$86,344,089.39

Visalia City Council

Staff Report

File #: 25-0519 **Agenda Date:** 1/20/2026 **Agenda #:** 3.

Agenda Item Wording:
Youth Non-Profit Grant Awards - Review and approval of the Citizens Advisory Committee recommendations for the 2026 Youth Non-Profit Grant Awards.

Prepared by: Renee Nagel, Finance & Technology Services Director, 559-713-4375, Renee.Nagel@visalia.gov; Ruth Pena, Financial Analyst, 559-713-4327, Ruth.Pena@visalia.gov; Miguel Salgado, CAC Non-Profit Grant Subcommittee Chair

Department Recommendation: It is recommended that the City Council review and approve the Citizen Advisory Committee's (CAC) recommendation to award a distribution of $75,000 among 14 non-profit organizations for the 2026 calendar year.

Summary:
The CAC received 35 applications from non-profit organizations for grant amounts ranging from $2,000 to $6,500 for a total requested amount of $215,100. The CAC recommends awarding 14 grants ranging from $2,500 to $6,500 for a total of $75,000.

Background Discussion:
On June 17, 2024, the City Council authorized the allocation of $75,000 in non-profit grants from the fiscal year 2025-26 budget. The process for awarding these funds is administered by the CAC, which brings recommendations to Council annually for approval. The CAC received 35 applications from non-profit organizations for grant amounts ranging from $2,000 to $6,500 for a total requested amount of $215,100. The CAC recommends awarding 14 grants ranging from $2,500 to $6,500 for a total of $75,000.

The grant announcement was posted on the city's Facebook page and advertised via the City's website and newsletter. The deadline for proposals to be submitted via email or in person was September 30, 2025. The period of performance for grants awarded will be January 1, 2026, through December 31, 2026.

The CAC established a Non-Profit Grant Subcommittee of four regular CAC committee members to review all applications received and recommend grant awards. The Subcommittee conducted two workshops on August 26 and 27, 2025, to explain the application process to interested applicants. The CAC received 35 grant applications and reviewed 33. The two applications not reviewed were incomplete. The total amount of grant funds requested was $215,100. Of the 35 applications submitted, 14 are recommended for funding. As in prior years, grant awards are restricted to activities and programs that are based within the City of Visalia.

The CAC Subcommittee reviewed the applications and came to a consensus recommendation to award 14 grants between $1,500 and $6,500 for a total of $72,500. The recommendation was presented to and reviewed by the full CAC committee at its November 5, 2025 and January 7, 2026

meetings. The CAC unanimously adopted the subcommittee's recommendations.

Table 1 compares grant application statistics from the last two cycles with the current cycle:

Table 1: Grant Year Comparisons	**2024**	**2025**	**2026**
Number of grant applications received	26	22	35
Number of grant applications reviewed	22	22	33
Number of reviewed applications not recommended for funding	11	10	19
Number of grants recommended for funding	11	13	14
Total amount requested	$157,650	$94,000	$215,100
Total amount awarded	$65,000	$75,000	$75,000
Highest grant awarded	$6,500	$6,500	$6,500
Lowest grant awarded	$2,500	$1,500	$2,500
Average grant requested	$6,063	$4,273	$6,146
Average grant awarded	$5,909	$5,769	$5,357

As shown in table 1, the number of applications increased from last year. This increase caused the CAC youth grant committee to review and recommend the proposed applications that focus on achieving greater impact. During review, there was a lot of focus on programs that display their contribution to more youth. There were also new programs that demonstrated their effectiveness to grow beyond their initial goal to obtain seed funds. The CAC made the collective effort to provide funding to programs that focus on youth from various backgrounds and areas that may not be as represented. With all 14 applications recommended, 2 of the applications are not fully funded.

Table 2 lists the Non-Profit funding recommendations and program descriptions.

Table 2: Non-Profit Grant Recommendations and Program Descriptions for 2026					
	Agency	**Program Description**	**Requested ($)**	**Recommended ($)**	**New Program**
1	Adapted Athlete	Community Programs	6,500	6,500	no
2	American GI Forum	Youth Boxing Program	6,500	6,500	no
3	Arborbotics	Robotics Team	6,500	2,500	no
4	Arts Visalia	Youth Art Program	6,500	6,500	no
5	CASA	Foster Youth Adventures Program	6,500	6,500	no
6	Champions Recovery Alternative Programs	Youth Intervention Programs	6,500	6,500	no
7	Cultural Heritage Foundation	Youth Cultural Events	6,500	2,500	no
8	Green Rose Productions	Storytelling Podcast	6,500	6,500	yes
9	Happy Trails Riding Academy	Therapeutic Riding for Children w/ Disabilities	2,500	2,500	no
10	ImagineU Children's Museum	Field Trip Scholarships	5,000	2,500	no
11	Neighborhood Degree	Redwood Thrive Program	6,500	6,500	yes
12	Police Activities League (PAL)	PAL Leadership	6,500	6,500	no
13	Sequoia Symphony	Link-up Youth Concerts	6,500	6,500	no
14	Targeted Interventions Mentorship Education	Lowrider Bike Build Program	6,500	6,500	yes
Recommended			**85,500**	**75,000**	

Applicants Not Recommended for Funding					
	Agency	**Program Description**	**Requested ($)**	**Recommended ($)**	**New Program**
1	Assistance League of Visalia	Operation Literacy	6,500	0	no
2	Blanket Ladies	Blanket, Bears & More	2,000	0	no
3	Boys and Girls Club	Youth Development	6,500	0	no
4	CA Health Collaborative	Youth-Led Art & Wellness	6,500	0	yes
5	Central Valley Youth Sports & Education	Girls Soccer	6,100	0	yes
6	Clip Arts	Performing Arts	6,500	0	no
7	Friends of Tulare County	Annual Toy Drive	5,000	0	no
8	Kiwanis Club of Visalia	Nature Immersion Program	6,500	0	no
9	JEMA	Music & Performing Arts	6,500	0	no
10	OMG Youth Sports	Thrive 360	6,500	0	yes
11	Proteus	Scholarship Funding	6,000	0	no
12	Riding for a Reason	Transportation for Medical Treatment	6,500	0	yes
13	South Valley Water Polo Club	Youth Aquatics	6,500	0	no
14	Tulare Co Child Abuse Prevention Council	Child Abuse Prevention Kick-off	6,500	0	yes
15	Tulare Co Realtors Charitable Foundation	Back to School Support Program	6,500	0	yes
16	Tulare-Kings Resources for Life	Educational Program	6,500	0	yes
17	Unity Transitional Housing	Children's Necessities & Activities	6,500	0	yes
18	Visalia Little League Youth Baseball	Visalia Little League Youth Baseball	6,500	0	yes
19	Visalia Youth Athletics Goshen Bears Football	Youth Sports	6,500	0	yes
20	WFO Foundation	Youth Leadership & Empowerment Program	6,500	0	yes
21	Young Lives of Tulare County	Teenage Parent Lunch, Mentor Connection	6,500	0	no
Not Recommended			**129,600**	**0**	
Total			**215,100**	**75,000**	

Fiscal Impact: The 2025-26 General Fund appropriation of $75,000 is already in the budget, and no additional funding is requested.

Prior Council Action: Adoption of FY 2025-26 Budget - June 17, 2024.

Other: Committee/Commission Review and Action - CAC Review and Adoption of Subcommittee Recommendations - November 5, 2025 and January 7, 2026.

Alternatives: Redirect awards within the $75,000 amount allocated by the City Council.

Recommended Motion (and Alternative Motions if expected):
I move to award the non-profit grants as recommended by the Citizens Advisory Committee as shown in Table 2.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: Attachment 1 - Grant Applications Recommended for Funding; Attachment 2 - Grant Applications Not Recommended for Funding

ATTACHMENT 1

Grant Applications Recommended for Funding

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: _____

Specific Program or Service for which funding is requested: **The Adapted Athlete**

Agency mailing address: **5211 W. Goshen Ave Box #131** City: **Visalia** State: **Ca**

ZipCode: **93291** Phone: **559-308-5288** E-Mail: **theadaptedathlete@gmail.com**

Contact name & title: **Nicole Scholl Executive Director**

Certification: I am authorized to sign this grant application on behalf of The Adapted Athlete *(Grantee agency)*, as specified in the attached Board Resolution. The Adapted Athlete *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the programs supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and The Adapted Athlete *(Grantee agency)* agrees to comply with such conditions.

Name: Nicole Scholl *Title:* Executive Director

Signature: Nicole Scholl *Date:* 9-28-25

1. Amount requested in this application: $ 6500
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☒ an ongoing program or activity
   - ☐ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

To provide free access, The Adapted Athlete Rawhide Night is an annual event serving over 250 youth, primarily ages 8–17, with disabilities and their families. In 2025, we will expand with two additional inclusive events: a free Summer Movie Night and an Adaptive Trunk or Treat, each serving approximately 100–150 youth. These community gatherings promote social connection, confidence, and visibility for youth with disabilities in safe, welcoming environments.

4. Provide at least one (1) planned **outcome**, the associated planned **activities**, and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Rawhide Night: Youth participants experience increased social confidence and community integration.	
Activities	**How will activities be measured?**
Host inclusive outing at a Visalia Rawhide baseball game for 250+ youth with and without disabilities and their families. Youth will throw the first pitch, be interviewed, sing the National Anthem, be supplied with picture menus for nonverbal support and Independance in ordering refreshments, and participate in on field inning games.	Attendance records and participant feedback surveys assessing social enjoyment, confidence, and sense of belonging.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Free Summer Movie Night **Outcome: Youth experience increased peer interaction and social engagement in a relaxed, sensory-friendly environment.** **Adaptive Trunk or Treat: Youth with disabilities gain visibility and safe participation in holiday traditions.**	
Activities	**How will activities be measured?**

Activities Movie Night: Host free outdoor movie screening for 100–150 youth and families with disability accommodations (seating, sensory kits, subtitles, etc.). *Activities Trunk or Treat:* Organize an accessible, adaptive Trunk or Treat event serving 100–150 youth and their families.	*Measurement:* Attendance records and feedback forms tracking social engagement and accessibility experience. *Measurement:* Attendance records and parent/guardian surveys on inclusion and safety.

5. Please indicate the type of fiscal year used by your agency:

X ☐ January through December

☐ July through June

☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$6500	$ 6500
Number of Visalia Youth Served	Est. 494	500

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.
Our mission is to build confidence and strength through fitness for every BODY impacted by physical, cognitive, and mental health challenges, empowering individuals to lead more independent and vibrant lives. The Adapted Athlete Rawhide Night, Summer Movie Night, and Adaptive Trunk or Treat directly support this mission by creating inclusive opportunities for youth with disabilities to engage in public community events. These programs foster confidence, social connection, and visibility, helping participants improve their independence and quality of life.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.
Since opening in July 2021, The Adapted Athlete has successfully provided a range of inclusive programs for Visalia youth, including integrated fitness classes, private training, and adaptive sports leagues and clinics. Our community-centered events, such as the Holiday of Inclusion, Movie Nights and past Trunk or Treat celebrations, have brought together hundreds of families in safe, supportive spaces. Supported by a $185,000 grant from CVRC completed in 2023, we launched our sports programs, reaching over 350 youth the first seasons. These efforts have allowed us to build a strong foundation in adaptive youth services, empowering local youth to grow in confidence, strength, and social connection.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).
Our proposed programs are specifically designed to serve youth with disabilities, including physical, cognitive, and mental health challenges. This population often faces limited access to inclusive community activities, which can hinder their physical health, social development, and confidence. These three inclusive events reduce barriers and foster belonging, independence,

and visibility in community spaces.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.
    These are all ongoing programs

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).
    The Adapted Athlete has not no debts and no loans

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?
    Yes, the program will have sufficient resources to operate if the desired grant amount is only partially funded, although it may limit the program's reach and capacity. With partial funding, we would prioritize essential activities such as securing necessary resources for the Rawhide Night, Summer Movie Night, and Trunk or Treat events. However, fewer youth may be served overall, and some accessibility features or event enhancements could be scaled back. A partially funded award may result in slightly lower program outcomes, but we remain committed to delivering impactful, inclusive experiences and would seek additional funding sources to supplement the program if needed.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6500	P
Donations	$6,000	P
Fundraising Events	$6500	P
County Funding (include grant names)		
State Funding (include grant names)	$180,000	S
Private Foundations (include Foundation names)		
Program Fees	$1200	S
Other:		
Total Program Revenue:	$200,200	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	0	$11,000
Employee Benefits	0	0
Payroll Taxes		1750
Mileage		0
Supplies		0
Printing and Copying		250
Office Expenses/Rent		0
Utilities		0
All Other Expenses related to the proposed program (list by category)		
Event Coast ((tickets, licensing, supplies, décor)	$4500	
Venue/Screen Fees & Accessibility Costs	$2000	
Total Program Expenses:	6500	$13,000

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: American GI Forum – Visalia Chapter

Specific Program or Service for which funding is requested: Boxing Program

Agency mailing address: 526 N. Peppertree Street

City: Visalia State: Ca Zip Code: 93291

Phone: 559-754-5600 E-Mail: ogamboa@comcast.net

Contact name & title: Jesus J. Gamboa, Treasurer

Certification: I am authorized to sign this grant application on behalf of American GI Forum – Visalia Chapter, as specified in the attached Board Resolution. American GI Forum – Visalia Chapter acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and American GI Forum – Visalia Chapter agrees to comply with such conditions.

Name: Leonard Velasquez *Title: Commander*

Signature: *Date: September 23, 2025*

1. Amount requested in this application: $ 6,500
2. The funding requested is for (select one):

   ☐ a new program or activity to be started during program year 2025

   x an ongoing program or activity

   ☐ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Funds will be used to provide social and character development to 75 youth "under the age of 18 living in the City of Visalia" who have anger issues, are at risk of gang affiliation, inactive in sports as a healthy activity and exposed to bullying. Funds will be used to provide youth registration, event sanctions and equipment purchases.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Boxing training, self-defense , socialization skills and character development will be provided to 75 youth at risk of gang affiliation and bullying.	
Activities	**How will activities be measured?**
• Youth will be recruited to participate In various boxing activities. • Youth will be instructed in discipline, physical fitness, health, self-defense, social skills and social development on a one to one basis. • As appropriate, youth will participate In competitive events.	• Various marketing strategies will be Implemented and youth will sign in daily. Monthly reports are maintained. • Coaches monitor progress and document Daily training activities. Work outs include: Shadow boxing, jump rope, heavy bag, Running, crazy ball, speed bag, upper cut Bag and various conditioning exercises. • Competitions are noted in participant USA Boxing book.

5. Please indicate the type of fiscal year used by your agency:

   x January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ N/A	$ 6,500
Number of Visalia Youth Served	N/A	75

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   The mission statement of the American GI Forum – Visalia Chapter is "through volunteers and members, it will promote greater participation in civic affairs, educational attainment, employment and equity in income and health services".

   Coaches work with youth on a one to one basis. Every day we ask how school is going and Offer guidance as needed. We encourage youth to do their homework and promote the value of education. With youth old enough to work, we explain the work permit process, how To build a resume and provide letters of recommendation as needed. Through our various Fundraising events, we include youth and explain the need and value of civic participation. We explain to them that being healthy and physically fit is important to overall self-esteem and well- being.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   The Northside Boxing Club was established in 1979 and is well known in the community. We receive many referrals from Tulare County Probation Department Juvenile Division and Visalia Unified School District counselors. Throughout the years, Visalia youth have participated in boxing events at the local, regional, state and national levels. Members have won 17 national titles and have qualified for the 2004 and 2008 Olympic Trials. More recently, one former member boxed for the U.S. Army and qualified for the 2024 Olympic Trials. As adults many of our youth have become positive role models. Over the years, coaches and volunteers have trained, mentored, counselled and befriended over 4,200 youth. The Northside Boxing Club has hosted 74 boxing events in Visalia. These events have provided a positive economic benefit to local businesses.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   The Northside Boxing Program serves youth "under the age of 18 living in the Visalia City of Visalia". Many youth we work with have low self-esteem, are doing poorly in school, come from broken homes, do not participate in organized sports at school and often are living with mom as the head of household. Consequently, their exposure to adult male role models is limited. Many youth do not have a structured environment, lack social skills and are often bullied in school. The boxing program provides a safe place for youth to escape their environment for a couple of hours a day. This is what we

see every day, youth searching for hope. It is not uncommon for participants to leave and later come back to re-join and say, "I came back because I missed it, my life was not complete without the structure, skills and discipline I learned in the boxing program". Parents also acknowledge how the program has helped their youth improve their behavior at home and grades in school.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    N/A – On-going program.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    N/A

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    The boxing program will continue and be able to meet stated program outcomes with partial funding. However, we will have to limit equipment purchases, event sanctions and youth registrations. The $6,500 request is 13% of program budget. It helps to offset direct participant costs such as; equipment, sanctions and youth registrations.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$ 6,500	P
Donations		
Fundraising Events	8,000	P
County Funding (include grant names)		
State Funding (include grant names)		
Private Foundations (include Foundation names)		
Program Fees	34,606	P
Other: Retail Sales – boxing merchandise	500	
Total Program Revenue:	49,606	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Stipends		$ 25,200
Office Expenses/Rent		11,400
Utilities		480
Equipment	$ 5,000	5,626
Event Sanctions	500	
Youth Registration	1,000	
Mileage		400
Total Program Expenses:	$ 6,500	$ 43,106

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Arborbotics - FRC Team 6657

Specific Program or Service for which funding is requested: Support Local Robotics Team

Agency mailing address: 915 S Mooney Blvd, Mariposa Building

City: Visalia State: California Zip Code: 93292

Phone: 559-827-3889 E-Mail: joshc@tcoe.org

Contact name & title: Joshua Curtiss - Head Team Mentor

Certification: I am authorized to sign this grant application on behalf of

_____*Arborbotics*_____*(Grantee agency)*, as specified in the attached Board Resolution.

_____Arborbotics_____*(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and

_____Arborbotics_____*(Grantee agency)* agrees to comply with such conditions.

Name: _____*Joshua Curtiss*_____

Title: ___*Head Team Mentor*_____

Signature: _____

Date: __*9/29/25*____

1. Amount requested in this application: $6,500

2. The funding requested is for (select one):

   ☐ a new program or activity to be started during program year 2025
   ☑ an ongoing program or activity scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Some of Arborbotics' largest expenses include event registration, robot parts, transportation, and housing. The Visalia Non-Profit Program Fund would offset the costs required for our team to attend competitions and continue to provide learning opportunities for students. Beyond the 30 high school-age active team members, Arborbotics serves as many as 200 elementary-age students at community outreach events throughout the season.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Arborbotics team members have the option to specialize in multiple subgroups on the team, including Public Relations, Hardware, Electrical, Design, Programming, Design, and Data. In the foremost group, students learn various business skills, including finances (budget management), grant writing, photography, and social media promotion (website design, video creation, and social media). In the latter groups, students will learn a variety of STEAM skills, including the engineering process, programming, hardware and electrical principles, and other STEAM-related skills related to building a robot. Additionally, during competition, members of the Data team collect and analyze data using spreadsheets and app algorithms from other teams to holistically understand the strengths and weaknesses of each team. Aside from technical skills, members will develop their soft skills, which are critical for leading groups, communicating effectively, and working together in a team.	
Activities	**How will activities be measured?**

2026 *FIRST* Robotics Hueneme Port Regional/Ventura/Los Angeles Competition (to be decided at a later date) 2026 *FIRST* Robotics Central Valley Regional Competition 2026 *FIRST* Robotics Northern California State Championship 2025 *FIRST* Robotics Madtown Throwdown Offseason Competition	Students' learning will be measured by the completion of the robot and the team's willingness and ability to overcome obstacles during competition.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Provide opportunities in STEAM for Visalia youth and the surrounding community. Offset the team's carbon footprint and support life on Earth by donating time and sponsoring local environmental organizations.	
Activities	**How will activities be measured?**
Promoting STEAM to K-8 youth via workshops, presentations, and volunteering. • Including volunteering at the TCOE STEAM Expo. Supporting local K-12 robotics teams. • Including volunteering at *FIRST* Lego League competitions. Supporting efforts to mitigate and adapt to climate change in the San Joaquin Valley. • Donate funds and time to local environmental organizations, such as Sequoia Riverlands Trust.	The accessibility of STEAM opportunities for K-12 youth in our region is measured relative to student engagement. In other words, the total opportunities we provide students are directly related to student participation in activities. Similarly, supporting climate change mitigation and adaptation will be directly quantified in terms of time and monetary contributions.

5. Please indicate the type of fiscal year used by your agency:

- ☐ January through December
- ☑ July through June
- ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$0	$6,500
Number of Visalia Youth Served	300	350

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

We strive to educate students about STEAM, teamwork, leadership, business, and communication through 21st-century learning, ensuring that all students at University Preparatory High School and the surrounding community have the opportunity to learn about STEAM beyond the standard classroom.

Though FIRST Robotics is inherently a competitive program, we prioritize learning and growing. Students learn a variety of STEM skills needed to build a robot, combined with communicating and working together in a team. Values such as teamwork, curiosity, and the drive to learn will remain with students and help them in future endeavors. Additionally, our team highlights the importance of community service. Team members are encouraged and required to donate time and effort to make STEM more accessible in our local area.

On a separate note, we also teach and encourage our community to take greater care in protecting the Earth through our "Go Green" initiative. Specifically, our focus is on supporting climate mitigation and adaptation efforts in the San Joaquin Valley by donating our time and sponsoring local environmental organizations. Additionally, we ensure to reuse materials from past projects and recycle unusable materials.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

Arborbotics attends the annual STEAM expo through the Tulare County Office of Education. In addition to community events, members volunteer at FLL (*FIRST* Lego League) competitions. Arborbotics helped establish FLL and FRC (*FIRST* Robotics Competition) teams around Tulare County. Our efforts kick-started a *FIRST* FLL team at Washington Elementary and the *FIRST* FRC team at Redwood High School in 2024. At Washington Elementary, we provided technical assistance by sending team members to help teachers and students optimize designs and navigate software problems. Our technical assistance played a crucial role in starting Redwood High School's *FIRST* FRC team, and our donations of parts and robot designs allowed for their continued success.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

Abrobotics is a hands-on STEM program that is catered towards students in Tulare County. Our program is one of two robotics programs in Tulare County that many students do not have access to hands-on learning. While supporting our team members, the team works hard to provide STEM opportunities for the community. To increase the opportunities in the community, we work with Redwood High School and Washington Elementary to immerse their students in STEM.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

Does not apply.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

Arborbotics hasn't had any financial problems or debt in the last 5 years.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Arborbotics would need to be fully funded to operate at full potential; missing events, being unable to purchase essential parts for the robots, and other critical activities would be the direct effect of a lack of funding. The team's estimates for expenses and income throughout the year must be accurate and reliable. In the event of a higher income-to-expense ratio than expected, the team can utilize the excess income for larger projects in the current and following year. However, if the ratio of income to expenses is far smaller than projected, the team's ability to function as expected would be severely impacted. This loss would also have many long-term effects, as the current team generation's ability to learn valuable skills in this field would be hindered, and so would their capacity to teach the newer generations that will succeed them.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6,500	P
Donations	$20,000	P
Fundraising Events	$0	N/A
County Funding (include grant names)	$0	N/A
State Funding (include grant names)	$0	N/A
Private Foundations (include Foundation names)	$0	N/A
Program Fees	$0	N/A
Other: Sustainability Fund	$6,000	S
Total Program Revenue:	$32,500	**P**

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	$0	$0

Employee Benefits	$0	$0
Payroll Taxes	$0	$0
Mileage	$0	$0
Supplies	$3,650	$0
Printing and Copying	$0	$0
Office Expenses/Rent	$0	$0
Utilities	$0	$0
Registration	$0	$10,300
Team Shirts	$0	$500
Transportation	$0	$2,000
Housing	$0	$5,000
Shipping and Tax	$0	$500
Miscellaneous	$0	$500
Public Relations	$0	$350
Sustainability Fund	$2,850	$3,150
Total Program Expenses:	$6,500	$18,500

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Arts Visalia

Specific Program or Service for which funding is requested: Youth Art Program

Agency mailing address: PO Box 215

City: Visalia State: CA Zip Code: 93279

Phone: 559-739-0905 E-Mail: artsvisalia@sbcglobal.net

Contact name & title: Mary Jo Eastes, Board President

Certification: I am authorized to sign this grant application on behalf of *Arts Visalia (Grantee agency)*, as specified in the attached Board Resolution. Arts Visalia *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Arts Visalia *(Grantee agency)* agrees to comply with such conditions.

Name: Mary Jo Eastes *Title: Board President*

Signature: *Date: 9/23/2025*

1. Amount requested in this application: $6500
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☐ an ongoing program or activity
   - ☒ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

This funding allows Arts Visalia to provide quality arts education classes for all interested Visalia students, including those who may be at-risk or underserved, age 5-17, regardless of ability to pay. With funding, Arts Visalia can offer classes at reduced rates for those who are able to pay and provide scholarships for those in need so that no one misses out on the opportunity to explore their creative talents. We anticipate 475 Visalia youth will be served through the classes offered after school and on Saturdays during the spring and fall and for six weeks during the summer, as well as an average of 17 families during free Family Art Days throughout the year.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Arts Visalia will offer quality arts education to all Visalia students at affordable rates ($80.00 average per class). This is accomplished by using this funding to subsidize the actual cost of $160.00, on average, per student for each class. In addition, full or partial scholarships will be available for students who are unable to pay the subsidized price.	
Activities	**How will activities be measured?**
• Contact local youth-focused agencies to bring new and returning students into art classes. • Post class information on our website • Provide information and links to online applications on our website and in social media • In class, instructors will encourage participation from every student • Classes will be based on the basic art elements and themes to encourage self-esteem. • Racially and culturally sensitive projects will be included in assignments to encourage learning about the cultural arts contributions of our ethnically diverse community. • All students will learn skills such as drawing, printmaking, and painting and create finished projects. • On-going instructor training in behavior management is provided through a training manual produced from on-site training by a certified behavior analyst.	• Keep records of agencies and schools contacted as well as advertisements made. • Keep records of responses to questions regarding how parents heard of our classes • Record numbers of youth in classes on a weekly basis. • Track numbers of students with scholarships in our database. • Maintain regular contact with art instructors and staff regarding feedback from students and families. • Award scholarships based on need to any family requesting assistance. Parents will be asked what they can contribute and then this will be supplemented by scholarships. Due to generous supportive funding, we have been able to accept all interested youth. • Finished projects will be displayed in our Yong *Imaginations Gallery* and during the August *Young at Art* exhibition at the main gallery. • Students will be asked for their feedback verbally and/or in writing at the end of each spring and fall class and summer session. • Parents will be informally interviewed. regarding their children's participation. • Class lesson plans will be reviewed by the administrative staff for content befitting our mission and goals.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Arts Visalia will invite families in the community to participate in a minimum of three free Family Art Days events, providing a safe environment in which to explore their creativity and socialize with others.	
Activities	**How will activities be measured?**
• Notices will go out on our website, through Mail Chimp and on social media posts prior to the planned Family Art Days. • Four to five families will participate at a time so the classroom will not become overcrowded. • An instructor will guide families through the creation of an art exploration project. • Classroom assistants will be on hand to assist families.	• A record will be kept of the participating families. • Family members will be surveyed verbally and/or in writing to obtain their feedback on the event. • Participants will have a finished project for display in the *Young Imaginations Gallery*.

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☐ X July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	$ 0.00	$ 6500
Number of Visalia Youth Served		475

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. **Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.**
Our mission is "developing and promoting the visual arts to enhance the quality of life in our community". Our vision is to educate, engage and enrich our community through the visual arts. Our all-volunteer board regularly reviews and updates our mission and vision statements. Through our classes, young people learn about the arts and participate in its creation. They, along with their families, see the work of artists on exhibition in the gallery as well as experience the joy of seeing their own work on display in a gallery.

8. **Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.**
Arts Visalia will celebrate its 30th year of incorporation in 2026! Since our gallery opened in 2001, we have provided art classes throughout the year. Class curriculum includes social and emotional learning competencies of self-awareness, self-management, social awareness, relationship skills and responsible decision-making. We have a dedicated *Young Imaginations* gallery with monthly exhibits of student work and provide some virtual exhibits of student work on our website.

9. **If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).**
Classes at Art Visalia continue to be available to all youth 5-17 years of age. We strive to offer quality arts instruction at an affordable rate, as well as scholarships for those in need so that no child misses out on the opportunity to explore their creative talents. We have continued to focus lesson planning on the elements of art, the diversity of arts and cultures as well as gang/drug prevention, positivity, and building self-esteem in at-risk youth populations. Our research continues to confirm that the arts can be a deterrent to negative behaviors and help students envision a clearer future for themselves. Our classes provide a way to learn about self-confidence, courage, respect for everyone in our community and other self-affirming attributes through the visual arts. Our newly renovated classroom is distraction free and ADA accessible. We have classroom assistants in the younger age group classes to help with special accommodations as needed. With advanced knowledge we can arrange for an ASL interpreter.

10. **If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.**
N/A

11. **Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).**
In the last two years we have ended the fiscal year with a deficit. In the three years prior to that we ended in the positive due to a one-time legacy gift, a one-time special project that brought in significant revenue, COVID PPP money. We have about $13,000 in depreciation each year. We are projecting a $17,500 deficit in our budget this year due to increased staffing hours, wages, and retirement benefits.

12. **Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?**

Yes, but we would serve fewer Visalia participants in our art classes and Family Art Days. We rely on funding such as this grant to provide scholarships and subsidized tuition for all youth as needed so that all can attend. With partial funding we will continue to offer these classes but may need to limit the number of scholarships.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	6,500	P
Donations	9,000	P
Fundraising Events	11,375	P
County Funding (include grant names)	5,000	S
State Funding (include grant names)	3,000	P
Private Foundations (include Foundation names)		
Hind Foundation	2,500	S
Belay Foundation	15,000	P
~~C.A.R.E.S.~~	5,000	P
Program Fees	18,000	P
Other:		
United Way	12,000	P
Visalia Breakfast Lions	1,500	S
Total Program Revenue:	$ 88,875	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries		36,000
Employee Benefits		
Payroll Taxes, Insurance, accounting		5,750
Scholarships	6,500	
Supplies		3,000
Printing and Copying		4,725
Art class instructors, live scan		21,000
Utilities, Building Main, Janitorial, A/C		11,900
All Other Expenses related to the proposed program (list by category)		
Total Program Expenses		
Total Program Expenses:	6,500	82,375

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: CASA of Tulare County

Specific Program or Service for which funding is requested:

Empower In Nature: Foster Youth Adventures Program

Agency mailing address: 1146 N. Chinowth Street

City: Visalia State: CA Zip Code: 93291

Phone: 559-625-4007 E-Mail: alberto@casatulareco.org

Contact name & title: Alberto Ramos, Executive Director

Certification: I am authorized to sign this grant application on behalf of *CASA of Tulare County (Grantee agency)*, as specified in the attached Board Resolution. *CASA of Tulare County (Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and *CASA of Tulare County (Grantee agency)* agrees to comply with such conditions.

Name: Alberto Ramos *Title: Executive Director*

Signature: *Date: September 24, 2025*

1. Amount requested in this application: $6,500
2. The funding requested is for (select one):

   ☐ a new program or activity to be started during program year 2025

   ☒ an ongoing program or activity

   ☐ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Empower in Nature: Foster Youth Adventures is a trauma-informed leadership and environmental education program designed to support foster youth who have experienced child abuse and neglect. Through carefully structured outdoor experiences, the program offers court-dependent youth in Tulare County opportunities to heal, grow, and develop a peer support network and leadership skills in safe and supportive environments outside the courtroom.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Foster youth will develop increased confidence, leadership skills, and a sense of belonging through participation in nature-based educational and leadership experiences.	
Activities	**How will activities be measured?**
• **Five seasonal outdoor excursions** to local parks and preserves (e.g., Kaweah Oaks Preserve, Blue Oak Ranch Preserve), including hiking, environmental education, and team-building activities. • **One-day leadership retreat** at Sequoia Lake with ropes course, peer workshops, and water-based recreation. • **Mentorship by CASA volunteers** who participate alongside youth, fostering safe and supportive relationships. • **Pre- and post-event reflections and group debriefs** led by trained staff to help youth process experiences and build confidence.	• **Attendance tracking** of Visalia youth for all six events (goal: minimum 20 Visalia youth served). • **Pre- and post-surveys** measuring self-reported gains in confidence, leadership interest, and sense of connection. • **Observation checklists** completed by CASA staff and volunteers to assess participant engagement, teamwork, and resilience indicators. • **Qualitative feedback** gathered through group debriefs and volunteer reflections. • **CASA's Optima database** will be used to record participation and monitor individual youth progress across events.

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☒ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	N/A	$6,500
Number of Visalia Youth Served		20

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   CASA's Mission Statement:
   Court Appointed Special Advocates (CASA) of Tulare County supports the juvenile court and its dependent children who are innocent victims of abuse and neglect. CASA provides trained community volunteers to represent the best interests and voices of the children we strive to protect.

   How the Proposed Program Relates to CASA's Mission:
   The Empower in Nature: The Foster Youth Adventures program broadens CASA's mission beyond the courtroom, office, and home settings by offering foster youth safe and supportive opportunities to heal, develop, and succeed. Through nature-based education, leadership development, and consistent mentorship, the program strengthens CASA's advocacy work by addressing the emotional, social, and developmental needs of foster youth. By creating meaningful experiences in the outdoors, CASA ensures that each child's voice is not only heard in court, schools, and office settings, but also nurtured in the community—promoting well-being, resilience, and connection for some of Visalia's most vulnerable youth.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   CASA of Tulare County has a long-standing track record of providing impactful services to foster youth in Visalia. Through its core advocacy program, CASA serves children in the juvenile dependency system by assigning trained community volunteers who offer consistent mentorship and advocate for each child's needs in court and beyond.

   In recent years, CASA has expanded its services to include enrichment programs specifically designed for youth. With support from the City of Visalia Non-Profit Program Fund, CASA has implemented environmental education field trips, cultural heritage events, and leadership retreats for local foster youth. These experiences—held at locations such as Sequoia Riverlands Trust preserves and YMCA Camp at Sequoia Lake—have helped Visalia youth develop leadership skills, build confidence, and form meaningful relationships with peers and adult mentors. CASA's commitment to engaging youth through trauma-informed, strengths-based programming has had a lasting impact on dozens of Visalia's foster youth each year.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   The Empower in Nature: Foster Youth Adventures program is designed specifically for youth in the foster care system, one of the most vulnerable populations in Tulare County. These children and teens have experienced abuse, neglect, and removal from their homes, often resulting in disrupted attachments, additional trauma, and instability across placements and schools. Many of the foster youth served by CASA also face compounding challenges such as sibling separation, social isolation, and limited access to enrichment opportunities.

   This program addresses those needs by creating safe, consistent, and enriching experiences led by trauma-informed mentors. By engaging in nature-based outings and leadership retreats, youth are given opportunities to build confidence, process emotions, form trusting relationships, and develop a sense of purpose and belonging. Each activity is supported by CASA volunteers

and staff, ensuring a strong adult-to-youth ratio and continuity of care. The program offers a protective buffer against at-risk behaviors such as substance use, school dropout, and gang involvement—empowering foster youth to thrive emotionally, socially, and academically.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    CASA of Tulare County is not requesting seed funding for a new program. Empower in Nature: Foster Youth Adventures is an established and ongoing program that has been successfully implemented for several years, formed by support from the City of Visalia. The 2026 grant request will help sustain and expand this proven initiative, ensuring continued access to leadership development, environmental education, and mentorship opportunities for foster youth in Visalia. Ongoing support is essential to maintain the program's quality and reach, particularly for youth who face significant barriers to accessing outdoor learning experiences on their own.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    CASA of Tulare County has maintained stable financial operations over the past five years and has not experienced any significant financial or budgetary problems. The organization operates with a balanced budget and conducts annual financial reviews and audits to ensure sound fiscal management. CASA maintains a diverse funding portfolio that includes government grants, foundation grants, individual donations, and fundraising events, allowing the organization to remain financially resilient while expanding its program to meet the needs of foster youth in Tulare County.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    Yes, CASA will implement the Empower in Nature program even if the grant is only partially funded; however, partial funding would require the agency to draw from unrestricted funds, which are limited and allocated to other core programs and emergency needs. While the number of Visalia youth served would remain consistent, CASA may need to reduce the number of field trips, scale back meals and gear provided, or limit the use of contracted outdoor education instructors to stay within budget. Full funding ensures that CASA can deliver the program at its intended scope, providing high-quality, trauma-informed experiences that support healing, leadership, and resilience for Visalia's foster youth.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6,500	P
Donations		
Fundraising Events		
County Funding (include grant names)		
State Funding (include grant names)		
In-N-Out Foundation	$13,500	P
Total Program Revenue:	$20,000	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Transportation (van rentals, insurance & fuel)	$2,000	$5,000
Meals & Snacks (youth, staff, volunteers)	$1,500	$1,000
Contracted Instructors (hikes/ropes/snowshoe/lifeguards)	$3,000	$3,000
CASA Volunteer Stipends		$1,500
Program Materials (first-aid kits, water bottles, outdoor gear/clothing, maps/handouts, surveys)		$3,000
Total Program Expenses:	**$6,500**	**$13,500**

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Champions Recovery Alternative Programs, Inc

Phone: (559) 583-9300

Specific Program or Service for which funding is requested: Youth Intervention Services

Agency Mailing Address: 311 N. Douty St.

City: Hanford State: CA ZIP Code: 93230

Email: fruiz@championsrecovery.org

Contact Name & Title: Frank Ruiz, Executive Director

Certification: I am authorized to sign this grant application on behalf of *Champions Recovery Alternative Programs, Inc.(Grantee agency)*, as specified in the attached Board Resolution. *Champions Recovery Alternative Programs, Inc. (Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and *Champions Recovery Alternative Programs, Inc. (Grantee agency)* agrees to comply with such conditions.

Name: Frank Ruiz *Title:* Executive Director

Signature: [signature] *Date:* 9/30/2025

1. Amount requested in this application: $ 6,500

2. The funding requested is for (select one):

   ☐ a new program or activity to be started during program year 2025

   X an ongoing program or activity

   ☐ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Champions will be using the requested funds to provide a series of entrepreneurial-spirited workshops for 30 to 40 at-promise youth (between ages 12-17) attending Visalia Unified School District middle and high schools. Funding will be used to purchase supplies needed to engage youth and introduce various vocational activities; create custom apparel, barbering kits, digital audio software licenses, incentivized rewards, and to compensate local contractors for vocational training that teaches introduction to barbering, digital music production, DJing, graphic design, and entrepreneurship fundamentals. All activities are designed to meet student-proclaimed interests while teaching transferable technical and social skills.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	Provide an opportunity for youth to express themselves as individuals through artistic expression while learning vocational skills and valuable entrepreneurship opportunities and pathways. (Students will have their pick of the following activities)
Activities	**How will activities be measured?**
Activity 1: Intro to Barbering (5 Sessions) Professionalism / Customer Experience Sanitation / Maintenance Simple Haircut and Lineup Hairstyle 1: Cuts and Techniques Hairstyle 2: Cuts and Techniques Final Project: Client Haircut (Live)	Attendance and number of completed workshops Student pre/post survey of vocational understanding
Activity 2: Intro to Beat-making (8 sessions) Software Exploration/ Navigation Musical Construction and Sound Design Mixing Techniques and Fundamentals Mastering and Review Present Final Track	Attendance and number of completed workshops Student pre/post survey of vocational understanding
Activity 3: Intro to DJing (6 sessions) Intro and Setup: Overview/ Gear/ Software Music Theory and Beatmatching Basics Mixing, Transitions, and Effects Genre Switching and Set-Building Crowd Interaction, Voice, and Event Prep Hosting a Mini-Gig (Live-Practice)	Attendance and number of completed workshops Student pre/post survey of vocational understanding

Activity 4: DIY: Apparel Design and Creation (6 Sessions) Intro and Setup: Overview/ Gear/ Software Basic Design Fundamentals Creating Designs Alterations/ Adjustments Preparing for Print Print and present final Product	Attendance and number of completed workshops Student pre/post survey of vocational understanding

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	Provide youth with opportunities to develop positive relationships with others while teaching responsibility and new ways of thinking. Each cohort will have CBT discussions built-in to improve Social Skills, Cognitive Self-Change, and Problem-Solving Skills utilizing Evidence-Based Practices.
Activities	**How will activities be measured?**
Guided Small Group Discussion (Open to Change curriculum) Mentorship Guest speakers Volunteer activities	Pre/post surveys* Number of students participated in group discussions Number of 1x1 mentoring sessions Number of volunteer activities youth engaged *Adolescent Social Functioning (SOCForm) Pre/Post surveys. Assessment domains address hostility, risk taking, social support and social desirability

5. Please indicate the type of fiscal year used by your agency:

X January through December

☐ July through June

☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ 6,500	$ 6,500
Number of Visalia Youth Served	22	40

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   Champions Recovery Alternative Programs, Inc (Champions) common goal and approach is embodied by our vision statement: Renewing Hope. Restoring Lives. Champions seeks to accomplish this mission through collaboration with community partners which enable us to provide compassionate supportive services that foster hope and healing for individuals and families impacted by substance use disorders, mental illness, trauma, justice-involvement, homelessness, and related socioeconomic barriers. This project offers youth an opportunity to develop skills and interest within a safe environment that fosters trust, connection, skill growth, and deeper sense of community. This program will help youth develop and understand the importance of time management, communication, ability to work with others, team building, self-exploration, and self-confidence. Youth engaged in pro-social activities are less likely to participate in crime and delinquency.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

For the past 6 years Champions has expanded their work with youth, specifically in Visalia by through substance use disorder and mental health treatment, drug testing, individual and group counseling, mental health therapy, family counseling, and case management services for probation youth throughout Tulare County. Champions also provides gang prevention, intervention and outreach within Visalia Unified School District (VUSD) school neighborhoods and boundaries during school and non-school hours, including evenings, weekends, holidays, and intercessions.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

This project is designed to serve juveniles that are justice involved, gang impacted, and prone to substance/ alcohol use; addressing anti-social and maladaptive behaviors. This project will provide an opportunity to develop skills and interest within a safe environment that fosters trust, connection, skill growth, and deeper sense of community. This program will help youth develop and understand the importance of time management, communication, ability to work with others, team building, self-exploration, and self-confidence. Youth engaged in pro-social activities are less likely to participate in crime and delinquency.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

Not applicable

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).
Champions has not had any financial or budgetary problems within the last 5 years. Champions only debt is from mortgages on our corporate office and apartment complex that was purchased in 2021.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

If partially funded, Champions would reduce the number of students and activities offered in order to provide quality services.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	6,500	P
Donations	0	
Fundraising Events	0	
County Funding (include grant names)	0	
State Funding (include grant names)	0	
Private Foundations (include Foundation names)	0	
Program Fees	0	
Other:		
Visalia Unified School District VUSD	411,995	S
Champions Contribution	22,104	S
Total Program Revenue:	440,599	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries		291,156
Employee Benefits		40,472
Payroll Taxes		23,292
Mileage		4,000
Supplies	2962.50	6,000
Printing and Copying		1,200
Office Expenses/Rent		16,600
Utilities		6,900
All Other Expenses related to the proposed program (list by category)		
Trainers/Consultants	3437.50	3,900
Field Trips		8,400
Incentives	100	0
Equipment		2,000
Training		4,300
Admin/Overhead		25,878
Total Program Expenses:	6500	434,099

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Cultural Heritage Foundation

Specific Program or Service for which funding is requested: Youth cultural events

Agency mailing address: 107 W. Tulare Ave

City: Visalia State: CA Zip Code: 93277

Phone: (559) 300-0514 E-Mail: _ambarodriguez10@gmail.com

Contact name & title: Ambar Rodriguez, Board President

Certification: I am authorized to sign this grant application on behalf of *Cultural Heritage Foundation (Grantee agency)*, as specified in the attached Board Resolution. Cultural Heritage Foundation *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Cultural Heritage Foundation *(Grantee agency)* agrees to comply with such conditions.

Name: Ambar Rodriguez *Title: Board President*

Signature: *Date: 9/9/2025*

1. Amount requested in this application: $ 6,500

2. The funding requested is for (select one): Both

   ☑ a new program or activity to be started during program year 2025

   ☑ an ongoing program or activity

   ☐ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Youth Led Leadership Projects designed and implemented by Visalia Youth. A core group of students from various schools and clubs and community members have planned and will implement intergenerational events. Events may include community gardens, outdoor movies, mental health workshops, college and career ready workshops, along with cultural arts and crafts. We project approximately 1,000 Visalia HS and middle school students from various campuses to participate in activities and events.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
-Increased leadership skills among Visalia high school students -Increased comradery and decreased competition between Visalia school students as well as build inter school student networks. -Increase safe opportunities for Visalia High School students to socialize instead of doing illegal things on the streets -Increase opportunities for students and community members to be exposed and to learn about coping skills to deal with anxiety, environmental and multicultural topics. - Increased well being and improved mental health in students suffering from anxiety, grief or isolation -Exposure to new areas of interest -Exposure to college and career ready opportunities	
Activities	**How will activities be measured?**
Joint projects developed, planned and executed by students from various Visalia school campuses. Activities, may include but not limited to **Community Garden and environmental clean ups**- students participate in river cleanup/steward ship, learn about stewardship and environmental issues. Students plant a seasonal garden to learn how to be sustainable **Movie & student panel discussions**- online or outdoor movies, picked by students, partnering with other agencies. **Cultural event series**- Visalia youth will recommend activities and events to host our local community and introduce them to new interests	Number of activities including number of planning meetings, events, student participants. Brief summaries and pictures documenting events; May include social media posts, pics. Surveys given to participants after events, workshops, and activities to measure the outcomes and to collect student demographics. The survey will be conducted on an online platform such as Google Forms. This data can then be converted to provide any data analytics that the city would need for future measurements.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Visalia youth will be able to find a safe and supportive environment by participating in structured and unstructured activities. This will increase youth wellbeing and therefore would help to keep our communities safe and healthy.	
Activities	**How will activities be measured?**
The CHF will provide: 1. A safe space, on VUSD owned property	Number of activities including number of

2. By the education code no drugs or alcohol are allowed. 3. There is a meditation room, complete with yoga mats and stress balls. Shelves filled with books on many topics, including gardening, board games, and therapeutic art supplies. 4. Structured activities, for example drumming classes, outdoor movies, and arts and crafts.	planning meetings, events, student participants. Brief summaries and pictures documenting events; May include social media posts, pics. Surveys given to participants after events, workshops, and activities to measure the outcomes and to collect student demographics. The survey will be conducted on an online platform such as Google Forms. This data can then be converted to provide any data analytics that the city would need for future measurements.

5. Please indicate the type of fiscal year used by your agency:

   ☒ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	$2,500	$6,500
Number of Visalia Youth Served	800	2500

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

The Cultural Heritage Foundation is centrally located on Visalia Unified School District property located at 107 W. Tulare, (the old YMCA building in front of Boys and Girls club). Your grant will fund the Cultural Heritage Foundation to act as Fiscal Agent, and provide mentorship and structure for leadership development, and opportunities for cross campus activities and events.

The Cultural Heritage Foundation is a nonprofit organization dedicated to the promotion, advancement, development and cultivation of multicultural arts and the education field. CHF's Mission is to increase an understanding of the rich variety, artistic value, cultural and historical significance and continuing relevance of art, music and dance among students, educators, media and the general public.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

In 2023, we were granted the youth grant. Since then, we were successful in planning and executing several youth- led projects. For example: we engage in stewardship events, and mental health workshops. Students asked for specific coping skills to deal with anxiety. We have organized youth leadership workshops, civic engagement projects, cultural nights, outdoor movie nights, and other youth friendly activities. Creating opportunities for youth participation and leadership experience will remain our focus.

Recently in 2025, we were granted some more funds for the youth grant. We have organized a culture night, arts and crafts sessions, outdoor gardening, music classes, movie opportunities, and we supported more than 20 students in their State Seal of Civic Engagement Project. This includes book drives, hygiene kits, book clubs, and a mural. These activities were created by our youth so other youth can participate.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

Our organization aims to serve all youth. Anxiety, suicide, isolation, frustration with lack of social opportunities, family death, and cyber bullying have all contributed to the stress of every student. All students have an increased risk of engaging in risky behaviors. Our target is Visalia High school students from various campuses, including the Sequoia HS continuation campus. We hope to increase camaraderie and bonding of students inter campuses, building team skills and building brotherhood among students from different campuses. This will allow students to build a network of friends outside of their school network to help make the mainstreaming of students easier. Research has proved that learning about different cultures has made students more open to other people's differences, build empathy, increase self esteem, and take pride in their own culture. Planning and hosting events of student interest increases their leadership skills, decision making, communication skill, as well as their capacity to make friends, and develop other social emotional skills. Students from all of Visalia would benefit from these opportunities. Some events may be multigenerational and open to the community, but the majority of activities will be youth led and recruitment will be targeted by VUSD clubs and other youth clubs and groups.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

Thanks to previous funds from Visalia's youth grant, we were able to expand our programming and doubled the amount of the activities offered. Our organization provides a space for the intersectionality of all Visalia youth to have the opportunity to interact in a safe and engaging way. Inter school planning and collaborative events build unity in our community. There is a lack of funding for student led events that focus on civic engagement and multicultural learning. This funding will allow the students to plan and execute events of interest to them, for them. There is also a gap in opportunities for intergenerational and community events. These students would like to plan some community events where families and elders can participate and learn together. The community events will encourage family participation and allow for younger family members to be exposed to environmental and multicultural topics and issues at an earlier age.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

We do not have any financial, budgetary problems or debt within the last 5 years.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Although it would not be the ideal situation, we would have resources to operate some events and activities without this award. We would just host and influence less students. We would only be able to serve about 200-300 instead of our projected 1,000 students.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6,500	P
Donations	$3,000	
Fundraising Events	$3,000	
County Funding (include grant names)		
State Funding (include grant names)		
Private Foundations (include Foundation names)		
Program Fees		
Other: In Kind Donations	$2,000	
Total Program Revenue:	$14,500	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	0	0
Employee Benefits	0	0
Payroll Taxes	0	0
Mileage	0	$300
Supplies	$6,305	$4000
Printing and Copying	$0	$400
Office Expenses/Rent	$195	$500
Utilities	0	0
All Other Expenses related to the proposed program (list by category)	0	0
Total Program Expenses:	$6,500	$5,200

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Green Rose Productions

Specific Program or Service for which funding is requested: Storytelling podcast

Agency mailing address: 1920 S. Roxsan Ct.,

City: Visalia State: CA Zip Code: 93292

Phone: 559-972-5798 E-Mail: greenroseproductions.usa@gmail.com

Contact name & title: Rosalinda Alexander CEO

Certification: I am authorized to sign this grant application on behalf of *Green Rose Productions*, as specified in the attached Board Resolution. GRP acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and GRP agrees to comply with such conditions.

Name: Rosalinda Alexandere *Title: CEO*

Signature: Rosalinda Alexander *Date: 9/30/25*

1. Amount requested in this application: $6500.00

2. The funding requested is for (select one):

   ☑ a new program or activity to be started during program year 2025

   ☐ an ongoing program or activity

   ☐ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Green Rose Productions requests support from the Visalia Non-Profit Program Fund to produce *The Magic Treehouse at Camp Alexander*, a 10-episode storytelling podcast for families. Approximately 30 Visalia youth, ages 5–18, will collaborate with our nonprofit's professional actors to create original characters and storylines. Each episode will highlight themes of self-sufficiency, community, and care for the planet, giving youth a creative platform to build skills in performance and teamwork while sharing meaningful stories with the wider community.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
30 Visalia youth (ages 5–18) will gain skills in storytelling, performance, and collaboration by producing a 10-episode family podcast series, "The Magic Treehouse at Camp Alexander", in a professional recording studio in Visalia. The *Magic Treehouse* show started in 2020, and from it we have developed a cast of original characters and even a full musical, *The Revenge of the Sea Witch*. What began as a small, improvised web series created during the pandemic to uplift youth and adults with special needs has since grown into a creative universe that continues to inspire new storytelling projects.	
Activities	**How will activities be measured?**
Youth participants will work alongside myself, professional actors and recording engineers to develop characters, rehearse scripts, create foley sounds and record episodes. By collaborating with professionals, they will learn the creative and technical aspects of podcast production while also gaining valuable networking experience. Each episode will incorporate themes of self-sufficiency, community, and environmental stewardship, empowering youth to grow as their own proficient storytellers.	Success will be measured by (1) tracking the number of youth participants engaged (30), (2) completion and online release of 10 podcast episodes on all the major platforms, and (3) youth and family feedback collected through participant surveys and listener responses.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
This project will lay the foundation for future storytelling opportunities, including expanding into video production, giving Visalia youth even broader platforms to share their voices, stories, and creativity with the community.	
Activities	**How will activities be measured?**
To support the outcome of expanding future storytelling opportunities, youth participants will engage in a variety of skill-building activities. They will take part in scriptwriting and character development workshops to craft stories and personas that can translate to both audio and video formats. Participants will practice voice acting, performance, and camera presence, while also learning storyboarding, scene planning, and basic	The success of this project will be measured by tracking participation of all 30 youth in workshops, rehearsals, and recordings, as well as completion of the 10 podcast episodes and accompanying creative materials. Youth skill development in storytelling, performance, and multimedia production will be assessed through self-reflections, mentor feedback, and pre- and post-project surveys. Community engagement will be measured by listener metrics, feedback from

editing through hands-on post-production sessions. Behind-the-scenes filming will document the podcast's creation, teaching multimedia production skills and providing mentorship opportunities with professional actors, editors, and videographers. Finally, community showcases and pilot video adaptations of podcast segments will allow youth to share their work publicly, receive feedback, and gain confidence, laying a strong foundation for future video projects and broader creative platforms.	families, and audience responses to pilot video adaptations, demonstrating both learning outcomes and broader impact.

5. Please indicate the type of fiscal year used by your agency:

   ☑ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	$ N/A	$6500
Number of Visalia Youth Served	N/a	30

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   Green Rose Productions exists to create inclusive artistic programs that empower individuals of all ages and abilities, including those who are neurodivergent and those with special needs, to discover their creative voices through storytelling, performance, and collaboration. Our productions whether on stage, in film, or through community events are designed to foster imagination, celebrate culture, and build community connection.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   Green Rose Productions has a strong history of serving Visalia youth through arts-based programming. Since 2018, we have engaged local young people in cultural celebrations such as our annual Día de los Muertos events, where youth help create performances, ofrendas, and interactive storytelling experiences. Our team also has extensive experience directing and mentoring youth in theater and music, including original productions developed with children and teens from the Visalia community. These programs have successfully provided creative outlets for dozens of local youth, fostering confidence, teamwork, and cultural pride through the performing arts.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   The proposed program is designed to serve approximately 30 Visalia youth, ages 5–18, including those who are neurodivergent, have special needs, or face barriers to creative opportunities. Many participants may not have access to professional arts mentorship, collaborative storytelling experiences, or media production opportunities. By providing a structured, inclusive, and supportive environment in a professional recording studio, the Magic Treehouse at Camp Alexander podcast allows youth to build confidence, develop communication and performance skills, and express themselves creatively. The program is designed to meet the unique needs of this population by fostering accessibility, individualized support, and opportunities for collaboration with peers and professional mentors, empowering them to share their voices and stories with the broader community.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

There is a gap in accessible, high-quality storytelling and media production opportunities for youth in Visalia, particularly for those who are neurodivergent or have special needs. Many young people lack the resources, mentorship, and professional environments to develop creative skills, collaborate with peers, and share their voices with a worldwide audience. The *Magic Treehouse at Camp Alexander* podcast addresses this need by providing a structured, inclusive program where youth work alongside professional actors in a professional recording studio, learning storytelling, performance, and technical media skills. By producing a 10-episode podcast, youth gain hands-on experience, build confidence, and create a platform for their stories, while the program establishes a foundation for future audio and video storytelling initiatives in the community.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    Green Rose Productions was awarded a $135,000 grant last year to produce "Revenge of the Sea Witch". We have been growing steadily and have had to raise funds to not be in debt.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    While the requested grant will support key components of the *Magic Treehouse at Camp Alexander* podcast, Green Rose Productions will seek additional funding to cover remaining costs through private donations, community sponsorships, and other grant opportunities. We are committed to leveraging these combined resources to ensure the successful production, distribution, and long-term sustainability of the program, maximizing impact for participating Visalia youth and the broader community.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	6500	Pending
Donations	2100	Secured
Fundraising Events	1500	Pending
County Funding (include grant names)		
State Funding (include grant names)		
Private Foundations (include Foundation names)	500	Pending
Program Fees		
Other:		
Total Program Revenue:	10,600	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Studio Rental	3000	
Storytelling Workshop	1000	
Distrokid (platform host for podcast distribution)		100
Video taping of the classes and workshops	1500	
GRP Hosting Fee		250
Recording engineer	1000	500
Marketing and Outreach		500
Snacks/Water		500
Transportation for youth who need rides		250
Artistic Director Fee		2000

Total Program Expenses:	10,600	

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00PM

Visalia Non-Profit Program Fund Application

Agency name: Happy Trails Riding Academy

Specific Program or Service for which funding is requested: Therapeutic riding for children with disabilities

Agency mailing address: P.O. Box 572

City: Visalia State: CA Zip Code: 93279

Phone: 688-8685 E-Mail: leslie@wearehappytrails.com

Contact name & title: Leslie Gardner, Executive Director

Certification: I am authorized to sign this grant application on behalf of Happy Trails Riding Academy, as specified in the attached Board Resolution. Happy Trails Riding Academy acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Happy Trails riding Academy agrees to comply with such conditions.

Name: Leslie Gardner *Title:* Exec Director

Signature: [signature] *Date:* 09/25/25

1. Amount requested in this application: $ 2,500.00
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☐ an ongoing program or activity
   - ☒ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Happy Trails is requesting funding to support our rider scholarship fund for 25 riders between the ages of 6-18 years old. In each riding session there are riders and their families who are unable to pay the requested riding fee due to their economic situation. We do not turn any riders away and provide scholarships for those in need. 2026 projected need is $25,000.00.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome: Provide partial scholarship funding for riders with disabilities participating in Equine-Assisted Services with limited means.	
Activities	**How will activities be measured?**
• Scholarship fund	• 25 riders between the ages of 6-18 years old will receive on average $100 scholarship for therapeutic riding class. • Riders participate in 10-week, 1 hour per week sessions. $50 per week is charged to each rider. $500 total for 10-week session. • Riders and families are asked to pay what they can and the scholarship fund is used for the difference.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of Fiscal year used by your agency:

   ___ January through December

   ___ July through June

   X Other: October 1 through September 30

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	n/a	$ 2,500
Number of Visalia Youth Served		25 riders 600 lessons

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   Happy Trails Riding Academy is a premier accredited program which enriches the lives of children and adults with physical, cognitive and emotional disabilities through equine-assisted services.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   Happy Trails is celebrating its 41st year of providing programming in Visalia, we continue to expand our services, strengthen our collaborations and develop our property as one of the premier Equine Assisted Activity and Therapy centers in the country.

   The programs at Happy Trails directly impact maximizing the independence of children with disabilities. The evaluation methods of the programs are seen in the individual improvement of each of the riders. We focus on three areas for each rider: physical, cognitive and the psycho/social.

   Today, Happy Trails is the only fully accredited PATH (Professional Association of Therapeutic Horsemanship International) program of equine assisted activities between Bakersfield and Modesto. Our 25-acre facility located between Visalia and Tulare boasts a beautiful and inviting environment for our riders, families and the community. We maintain relationships with local individuals and businesses, service clubs and youth groups, as well as the Central Valley Regional Center and United Way of Tulare County. By setting the bar high and working hard, we have earned an excellent reputation in the community.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   Happy Trails fosters and encourages the therapeutic value of the bond between horses and their riders while providing a safe, effective and fun environment. Happy Trails assists riders with Cerebral Palsy, ADD, ADHD, head trauma, brain injury, sight and hearing impairments, developmental disabilities, Autism, Down Syndrome, PTSD and more.

   Due to the variety of equine assisted activities and therapy classes, each participant can be placed in the activity that will meet their needs and challenge them. Each rider has an individual set of goals and objectives and their progress is observed and charted by the instructors. For example, a rider who begins in the life skills program at age 6 can move up to the group lessons as they progress.

   Therapeutic horsemanship uses the horse's dynamic movement to improve trunk mobility and strength which in turn affects limb function. The horse provides a consistent and rhythmic movement pattern that facilitates the treatment goals, which are crucial to the rider's success. As the horse's body moves, the rider's body moves like it is walking. No piece of gym equipment can replicate this three-dimensional motion. Participating in equine assisted activities assists with mobility for the physically challenged, enhances verbal communication for the cognitively challenged and provides a secure environment for at-risk youth to address their psycho-social issues.

   This program gives primacy to the human spirit. Parents want their children to be accepted and loved. Families can feel more comfortable in a safe and friendly environment. This can give young riders the opportunity to be like everybody else, to be as independent as possible and be successful in an exciting activity.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    N/A

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    Happy Trails has remained in a healthy fiscal position. An emphasis on fundraising and the money generated from the grants along with riding fees and other community support has allowed Happy Trails to met its budget in 2025. Our fundraising consists of a spring event-Night at the Races, a fall event- Round Up, and year end giving to our Adopt-a-Thon program.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    The programs at Happy Trails will continue if the grant is partially funded. Our search for additional funding is ever on-going. It is our mission to never turn down a rider due to the lack of their financial ability.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	2,500.00	P
Donations- 2025 Adopt -a-Thon	10,000.00	S
Fundraising Events		
County Funding (include grant names)		
State Funding (include grant names)		
Private Foundations (include Foundation names) G for Kids Sence Foundation	 7,500.00 5,000.00	 S S
Program Fees		
Other:		
Total Program Revenue:	25,000.00	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	230.00	2,064.00
Employee Benefits	21.00	185.00
Payroll Taxes	62.00	557.00
Mileage		
Supplies		
Printing and Copying		
Office Expenses/Rent		
Utilities	117.00	1063.00
All Other Expenses related to the proposed program (list by category)	2070.00	21,131.00
Feed & hay, bedding, vet services & supplies, program supplies, tack & equipment		
Total Program Expenses:	2,500.00	25,000.00

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: ImagineU Children's Museum

Specific Program or Service for which funding is requested: Field Trip Scholarships

Agency mailing address: PO Box 688

City: Visalia State: C A Zip Code: 93279

Phone: 559-733-5975 E-Mail: kyoung@imagineumuseum.org

Contact name & title: Katy Young, Executive Director

Certification: I am authorized to sign this grant application on behalf of *ImagineU Children's Museum (Grantee agency)*, as specified in the attached Board Resolution. *ImagineU Children's Museum (Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and *ImagineU Children's Museum (Grantee agency)* agrees to comply with such conditions.

Name: Katy Young *Title:* Executive Director

Signature: Katy Young *Date:* 9/24/2025

1. Amount requested in this application: $ 5,000
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☒ an ongoing program or activity
   - ☐ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia*

ImagineU Children's Museum requests funds to provide **field trip scholarships for Visalia Title 1 schools**, removing cost barriers for teachers and families. These scholarships will cover **30–60% of trip costs**, allowing approximately **600–800 students (grades TK to 2nd)** to participate in hands-on STEAM learning experiences during 2026. Each trip serves 30–90 students at a time, ensuring broad access for multiple schools across the year.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Increase equitable access to ImagineU's STEAM field trip program for Visalia Title 1 schools, resulting in greater participation from underserved students and enhanced hands-on learning opportunities. We anticipate awarding **10–15 scholarships** ranging from **$120–$540 each** (based on group size), directly serving **600–800 Visalia students (ages 5–12)** in 2026.	
Activities	**How will activities be measured?**
Award partial scholarships covering 30–60% of field trip costs for Visalia Title 1 schools.	Track number of scholarships awarded, percentage of trip cost covered, and total dollar amount disbursed.
Host field trips (30–90 students per trip) with interactive, curriculum-aligned STEAM experiences.	Collect attendance data, number of Visalia students served, and school participation records.
Gather teacher feedback on student engagement and learning outcomes.	Conduct post-trip teacher surveys and compile responses into semi-annual reports.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☒ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	$ 6,500	$ 5,000
Number of Visalia Youth Served	800 – 1000 (by end of year)	600 - 800

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*

***Proposed column must be completed by all applicants.*

7 Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

ImagineU Children's Museum's mission is simple: **"Children's Imagination Comes First. Imagine. Explore. Learn."** Our proposed field trip scholarship program brings this mission to life by making it possible for Visalia Title 1 students to visit the museum, explore hands-on exhibits, and engage in guided STEAM activities that spark curiosity and creativity. By reducing the financial barrier for schools, we ensure that imagination and learning are accessible to all children, not just those who can afford to attend.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

ImagineU Children's Museum has been serving Visalia youth for over a decade, welcoming thousands of children each year to engage in hands-on, play-based learning. Our field trip program consistently draws schools from across Visalia, providing standards-aligned STEAM experiences for grades K–2. In 2024–2025 alone, ImagineU hosted over **4,500 Visalia students** on educational field trips, with teacher feedback consistently reporting high levels of engagement and improved classroom connections. This proven success demonstrates our ability to deliver meaningful, scalable programs that benefit Visalia youth.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

This program is designed to serve students from Visalia Title 1 schools or after-school programs, many of whom face economic barriers that limit access to enrichment opportunities. Over 70% of students in Visalia Unified qualify for free or reduced-price lunch, indicating a high level of financial need. By subsidizing field trip costs by 30–60%, we remove a significant barrier for teachers and families, ensuring that children who might not otherwise experience a museum visit can explore, imagine, and learn in a safe, educational environment. This program provides equitable access to hands-on STEAM learning, helping close opportunity gaps for underserved youth.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    While ImagineU has a long history of providing school field trips, many Visalia Title 1 schools remain unable to participate due to budget constraints for transportation and admission fees. This program addresses that gap by providing **partial scholarships (30–60%)** that make trips affordable for schools serving low-income students. By reducing financial barriers, we ensure that every child — regardless of economic background — can access hands-on, standards-aligned STEAM learning that supports classroom instruction and nurtures curiosity.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    ImagineU Children's Museum has maintained a balanced budget over the past five years and has no outstanding debt. While we experienced normal revenue fluctuations during the COVID-19 pandemic due to temporary museum closures, we successfully navigated those challenges through diversified fundraising and community support. The organization is currently in a stable financial position and well-prepared to manage and report on grant funds responsibly.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    Yes — the program will operate even if only partially funded, as ImagineU is committed to ensuring access for Title 1 schools. A partial award would allow us to provide a reduced number of scholarships or lower the percentage of cost covered (for example, 30% instead of 60%), thereby serving fewer students overall. We would prioritize schools with the highest demonstrated financial need to maximize impact with available funds.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$5,000	Pending
Donations		
Fundraising Events		
County Funding (include grant names)		
State Funding (include grant names)		
Private Foundations (include Foundation names)	$5,000	Pending
Program Fees		
Other:		
Total Program Revenue:	$10,000	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries		
Employee Benefits		
Payroll Taxes		
Mileage		
Supplies		
Printing and Copying		
Office Expenses/Rent		
Utilities		
All Other Expenses related to the proposed program (list by category)		
Field Trip Expenses	$5,000	
Total Program Expenses:	$5,000	

Agency name: Neighborhood Degree

Specific Program or Service for which funding is requested: Redwood High School **THRIVE CLUB**

Agency mailing address: 5505 W Riggin Ave.

City: Visalia

State: CA

Zip Code: 93291

Phone: 559-786-0665

E-Mail: Stephanie@neighborhooddegree.org

Contact name & title: Stephanie Benthin, CEO

Certification: I am authorized to sign this grant application on behalf of ***Neighborhood Degree*** *(Grantee agency)*, as specified in the attached Board Resolution. ***Neighborhood Degree****(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and **Neighborhood Degree** *(Grantee agency)* agrees to comply with such conditions.

Name: ***Stephanie Benthin***

Title: ***CEO***

Signature: Stephanie Benthin *Date:* September 26, 2025

Amount requested in this application: **$6,500**

☐ The funding requested is for (select one):
- ☑ **a new program or activity to be started during program year 2025**
- ☐ an ongoing program or activity
- ☐ Scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

The Visalia Non-Profit Program Fund grant will launch the **Thrive Club** at Redwood High School, where students take part in mentoring, academic support, and community-building activities. The program will serve 25–30 Visalia youth, ages 14–17, by providing supplies, events, and resources that support their successful transition from middle school students to college-bound young adults.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be

tracked and reported semi-annually.

Program Outcome:	
25–30 Redwood High School students, ages 14–16, will actively participate in **Thrive Club** and show growth in academic confidence, leadership skills, and positive peer connections.	
Activities	**How will activities be measured?**
Weekly mentoring and college/career planning support - Students meet with mentors for academic support, goal setting, and check-ins **Monthly Community-building Events** - Team projects, community service opportunities, and guest speakers that build connections and strengthen life skills. **Student-led leadership roles** - Students will learn how to plan a meeting, develop an agenda, and lead icebreakers or group discussions.	- By June 2026, at least 90% of enrolled students will attend 75% or more of weekly mentoring and College/career support sessions, as measured by weekly attendance records and before and after surveys to see changes in confidence and school engagement. - By June 2026, the program will host at least 6 group activities or events, with 75% of enrolled students participating in at least one event, and at least 80% of participating students submitting a short reflection identifying one thing they learned. - By June 2026, at least 40% of students will take on a leadership role by helping plan a meeting, develop an agenda, or lead an icebreaker or group discussion, and 80% of those student leaders will report increased confidence in leadership abilities, as measured by student reflections and mentor feedback.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

January through December

July 1 through June 30

Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ 6,500	$ 6,500
Number of Visalia Youth Served	20	25-30

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

In 2006, Neighborhood Church "adopted" Houston Elementary School. Since then, we have partnered with school staff and parents to make life better for kids through mentoring programs, community service projects, building a neighborhood park, and hosting fun family events.

When we asked parents what they wanted most for their children, they said: "We want to help them go to college." That dream became the foundation for Neighborhood Degree, created to support our former Houston students in getting to - and through - a degree program. We believe that helping students achieve higher education opens the door to better opportunities for their future.

In 2022, this partnership grew into its own public charity, officially becoming Neighborhood Degree.

Our mission is:

"Connecting neighbors to learn together and expand networks to end poverty."

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

We have 19 years of experience providing positive and enriching opportunities for thousands of Houston students and families. Our programs include a youth soccer league for over 100 students, weekly one-on-one mentoring for 5th and 6th graders, a student leadership club at Green Acres Middle School, monthly free family events, field trips for students and parents, and a community service club that engages about 200 kids and parents. In 2015, families partnered with us to fundraise and build a neighborhood park. Each year, more than **500** parents and community volunteers contribute over **4,000** hours of service, investing in our youth.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

Our program is open to all Redwood High School students but specifically focuses on inviting students who live below the federal poverty line, are English learners, are children of immigrants, and are the first in their families to attend college.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

Students at Redwood High School need more opportunities to develop their academic confidence and leadership skills. With support, they have great potential to build strong, positive connections with their peers, become leaders and invest in their community. This program will eliminate the mentoring gap between our LIFT program designed for 12 and 13 year olds, and our LAUNCH program designed for students ages 15-17.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

As a new nonprofit in 2022, Neighborhood Degree has not incurred any debt or budget deficits.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Our **Thrive Club** is new and will be primarily funded by private donors, ensuring it can continue even if only part of the requested grant funding is awarded. A partially funded award would reduce our budget for community service projects, program supplies and staff hours dedicated to this program.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	6500	P
Donations	8,173.00	S
Fundraising Events	0	0
County Funding (include grant names)	0	0
State Funding (include grant names)	0	0
Private Foundations (include Foundation names)	0	0
Program Fees	0	0
Other:	0	0
Total Program Revenue:	**$14,673**	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	5,000.00	5,800.00
Employee Benefits	300.00	780.00
Payroll Taxes	300.00	587.00
Mileage	0	0
Supplies	500.00	500.00
Printing and Copying	250.00	250.00
Office Expenses/Rent	0	0

Utilities	0	0
All Other Expenses related to the proposed program (list by category)		
T-shirts for Student Leaders	150.00	256.00
Total Program Expenses:	**6,500.00**	**8,173.00**

Board of Directors' Authorization to Request Funds:

A resolution of the agency's board of directors must be included on agency letterhead with the funding request. **The resolution must be signed by an executive member of the governing body** and include the following statements:

SAMPLE (Please Submit on Agency Letterhead):

- The Board of Directors approves the request for funding from the City of Visalia's Non-Profit Program Fund in the amount of $6,500.
- *(Name & Title)* is authorized to sign the grant application on behalf of *Neighborhood Degree.*
- *Neighborhood Degree* acknowledges that funds received from the City of Visalia Non-Profit Program Fund will be used to directly benefit youth who live in or attend school within the City of Visalia.
- Neighborhood Degree acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Neighborhood Degree agrees to comply with such conditions.

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Visalia (PAL) Police Activities League

Specific Program or Service for which funding is requested: PAL Leadership

Agency mailing address: 303 S Johnson

City: Visaila State: CA Zip Code: 93291

Phone: 559-859-4405 E-Mail: arturo.villarreal@visalia.city

Contact name & title: Art Villarreal, PAL Officer

Certification: I am authorized to sign this grant application on behalf of Visalia PAL *(Grantee agency)*, as specified in the attached Board Resolution. Visalia PAL *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Visalia PAL *(Grantee agency)* agrees to comply with such conditions.

Name: Art Villarreal *Title:* PAL Officer

Signature: arturo g villarreal jr *Date:* 08/26/2025

1. Amount requested in this application: $6,500
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☑ an ongoing program or activity
   - ☐ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

The Visalia PAL, Youth Leadership Program, provides youth leadership and crime/violence/gang prevention to seriously "at-risk" youth between the ages of 14-18 years of age. Each year 12-15 youth (depending on available funds) are nominated for this program.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Identify 10-15 students who are considered "at-risk" of becoming involved in gangs, drugs, and/or criminal activity - to participate in a 10-month with Visalia Police Officers serving as mentors and emphasis on making good choices and leadership.	
Activities	**How will activities be measured?**
Work with Visalia Police Youth Services Officers and Visalia Unified School District administrators to identify 10-15 "at-risk", lower and/or underprivileged youth, between the ages of 12 and 18 who likely benefit from an intense one year mentor program with Visalia Police Officers.	List of student's referred to the program. Sign-in list of students attending first orientation meeting. Signed pledges by each student who agrees to participate in the program. (Each youth will pledge to be drug, alcohol, tobacco, vaping and gang free for the duration of the 12-month program. Sign-in sheets at each meeting and activity.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Upon completion of the program, participating youth will show improved school grades, attendance and behavior. Participating youth will have higher self-esteem, and a better understanding of what will be expected of them as they complete high school and enter adulthood.	
Activities	**How will activities be measured?**
In a comradery-based program, the youth will be taught the necessary skills to help guide them into successful adulthood. Youth are trained in budgeting, social and dining etiquette, team building, time management, conflict resolution, goal-setting, first impressions, how to complete job applications, interview skills, and much more. During the 10-month program, their school grades, attendance and behavior are continually monitored and assistance is offered to school staff working with the youth. Each youth must sign a pledge to be drugs, alcohol, tobacco, vape, and gang free during their participation in the program. Participating you will be encouraged to spend time daily on their school work with an emphasis placed on those youth who are struggling academically. As a group, the YLP youth participate in a minimum of two community service projects during the 10-month program and take a minimum of one out-of-town, overnight trip. During the ten years of Visalia PAL's Youth Leadership Programs, officers have found the most life changing activities are the out-of-town trips. The majority of youth served in the leadership program have never traveled outside of Tulare County. Each year the Youth Leadership group takes a minimum of one out-of-town, overnight, trip; in an effort to show these young people a small part of the world outside of Visalia. These life-changing trips are a major building block in establishing life-long relationships with the officers who travel with them as well as the other youth in the program.	Student's will complete "Entry" and "Exit" Surveys evaluating the following: 1. Student's level of involvement with gangs and illegal activity after completing the program. 2. Student's attitude toward gangs and illegal activity after the classes giving in the program. 3. Has the student's likelihood of high school graduation increased after participation in the program? 4. Has the student's attitude toward police officers and their involvement in the community changed? 5. Has the Police Officer involvement as mentors in the student's life changed how they see the community, law enforcement and the futures and has the community service, travel, and field 6. Trips activities changed the student's life views about the goals they will set and what they can accomplish? 7. Does the student have higher self-esteem, see the world as bigger than the neighborhood they live in and have a better understanding of what will be expected of them as successful adults. 8. Monthly reports will be given to the students on the information received from their schools regarding their grades, attendance and behaviors.

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☑ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ 6,500	$ 6,500
Number of Visalia Youth Served	10	12

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   The Mission of the Visalia Police Activities League is to provide a youth program that relies on educational, athletic and other recreational activities to develop a bond between law enforcement officers and youth. The program serves to assist youth when it becomes necessary for them to make difficult life decisions, help them build self-esteem, and encourage positive school development. (Revised July 2017)

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   Since our inception in 1991 Visalia PAL has served over 31,000 students, the large majority of whom came from gang-infiltrated neighborhoods and who were at risk for gang recruitment. PAL officers and volunteers work intensively over many years with each individual's student and their family. This relationship, requiring sustaining commitment, consistency, and patience, builds resiliency in youth.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   N/A

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    N/A

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    The organization has been fiscally sound for the last 15 years.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    While this program depends highly on donations and grants for its success we manage to pull funds from other resources to continue. We figure out how to adapt and overcome obstacles constantly in a non-profit organization.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6,500	P
Donations	$2,000	P
Fundraising Events	N/A	N/A
County Funding (include grant names)	N/A	N/A
State Funding (include grant names)	N/A	N/A
Private Foundations (include Foundation names)	N/A	N/A
Program Fees	N/A	N/A
Other: Grants	$2,000	P
Total Program Revenue:	$10,500	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries		
Employee Benefits		
Payroll Taxes		
Mileage		
Supplies	$800	$200
Printing and Copying		
Office Expenses/Rent		
Utilities		
All Other Expenses related to the proposed program (list by category)	$6,500	
Meetings and training	$1,000	
Community Service Projects	$800	
Student Assistance	$500	
Travel and Field Trips	$4,200	
Total Program Expenses:	$6,500	

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Sequoia Symphony Orchestra

Specific Program or Service for which funding is requested: Link-Up Youth Concerts

Agency mailing address: 208 W Main Str.

City: Visalia State: CA Zip Code: 93291

Phone: 559.732.8600 E-Mail: max@sequoiasymphonyorchestra.com

Contact name & title: Max Lupercio, Executive Director

Certification: I am authorized to sign this grant application on behalf of Sequoia Symphony Orchestra *(Grantee agency)*, as specified in the attached Board Resolution. Sequoia Symphony Orchestra *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Sequoia Symphony Orchestra *(Grantee agency)* agrees to comply with such conditions.

Name: Alex Peltzer *Title:* President

Signature: [signature] *Date:* 09.05.25

1. Amount requested in this application: $ 6,500.00

2. The funding requested is for (select one):

   ☐ a new program or activity to be started during program year 2025

   ☑ an ongoing program or activity

   ☐ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

To include an additional 2,000 Visalia city school students in our 2025/2026 Link up Youth Concert we host every year. these students come from the elementary schools across the county and attendance continues to increase and the popularity and success of the program.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
TO INSPIRE & EDUCATE YOUNG PEOPLE ABOUT SYMPHONIC MUSIC & ITS CONNECTION TO POSITIVE MENTAL HEALTH	
Activities	**How will activities be measured?**
STUDENTS WORK ON SELECTED MUSIC ALL YEAR LONG AND AT THE CONCERT WILL BE BUSSED INTO THE FOX THEATRE TO PERFORM ALONGSIDE OUR SYMPHONY ORCHESTRA. WE HAVE INTERACTIVE ACTIVITIES & THE YOUTH ARE INSPIRED & ENCOURAGED EVERY YEAR	EACH YEAR STUDENT INTEREST & PARTICIPATION HAS INCREASED. WE ADD SCHOOLS EACH YEAR & HAVE HAD UP TO 6,000 PARTICIPATE OVER A (2) DAY PERIOD EACH YEAR. WE HAVE SEEN HOW CLASSICAL MUSIC HAS HAD A POSITIVE IMPACT ON MANY OF THESE STUDENTS.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☐ July through June

   ☑ Other: MAY 1 – APR 30

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ 0	$ 6,500
Number of Visalia Youth Served	0	7,500

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   * see attached

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	6,500	P
Donations	5,000	S
Fundraising Events	3,500	P
County Funding (include grant names)	25,000	S
State Funding (include grant names)	–	–
Private Foundations (include Foundation names)	–	–
Program Fees	–	–
Other:		
Total Program Revenue:	40,000	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries (ORCHESTRA MUSICIANS)	20,000	included
Employee Benefits		
Payroll Taxes		
Mileage		
Supplies		
Printing and Copying		
Office Expenses/Rent		
Utilities		
All Other Expenses related to the proposed program (list by category)		
VENUE RENTAL / SERVICES	8,500	included
MUSIC RENTALS	1,000	included
PRODUCTION COSTS	2,500	included
Total Program Expenses:	40,000	

Visalia Non-Profit Program Fund Application (attachment)

7. **The mission of the Sequoia Symphony Orchestra is to foster an appreciation of symphonic music and to enrich and inspire the diverse communities and various ages represented in the Central Valley through the transformative power of live music, education, positive mental health and community partnerships.** *The LINK-UP YOUTH CONCERTS tie in perfectly with our mandate as they offer our youth a positive alternative to what has unfortunately attracted our valley youth, as in gang affiliation, music with a violent/explicit message, suicide and alcohol/drug use. We feel that if you can influence these youth at the elementary age, you can make a lasting difference giving them knowledge and fortitude to reject the negative forces that will soon try to distract them from success.*

8. Formerly known as the Tulare County Symphony, we (The Sequoia Symphony Orchestra) have been hosting the Young People's Concerts (now known as the Link-Up Youth Concerts) since 1959. Having started in the backyards of our founding board members in Tulare, this program has grown to host anywhere from 1,200 to 6,000 music students from the (43) school districts and (204) public schools in Tulare County every year! The program has included all schools from the county, including the Visalia city schools, except for last year, when there was a focus on the outlaying schools in our district who had little funding for their music programs. We have performed in various venues over the years including the LJ William's Theatre, Visalia First Auditorium and currently in the iconic Visalia Fox Theatre. The program has become so popular and successful that we went from one concert to now four concerts over two days.

9. As you are aware, Visalia sits as the county seat for Tulare County and Tulare County sits in the center of the San Joaquin Valley which consistently (and unfortunately) reports the highest statistics for poverty, teen pregnancy, gang affiliation and drug/alcohol abuse. Unfortunately, it also deals with a high rate of teen suicide and mental health cases. However, in scientific studies, listening and participation in symphonic music has consistently proven to have positive effects on the mental health of those who have incorporated the genre of music into their daily lives. This is the reason we believe so much in our mission and our mandate. This is why we have for over 65 years remained

relentless in our efforts to impact as many youth as possible with this unique medium.

10. Although we have been able to fund this program through the generous donations of our patrons who share our vision, the increase in interest and participation by the schools across this city and the surrounding cities have significantly increased the costs of production. As we expand our reach, we must increase the number of concerts, which also means greater demands for our orchestra members and the staff who organize and process the many children who fill the theater. Many of our musicians are teachers within the district who have full-time jobs yet take vacation days to participate in the increasing demand and additional concerts. The rental venue where we perform also increases their fees since we must utilize more of their services. We are requesting additional funds so that we can accommodate the demand from the additional Visalia schools who wish to participate this year and beyond.

11. The Sequoia Symphony Orchestra runs fully off donations and sponsorships. This allows us to pay our musicians, production/office staff, production costs, music rights fees/rentals & outreach programs like our Link-Up Youth Concerts. Our Executive Director presents a balanced budget each year as to not experience debt and our board of directors enforces and provides the oversight to make sure the organization is financially stable/healthy. We cannot increase our programs or our outreach if we cannot find the funding first. This is why we are planning and asking in advance.

12. If our grant request is fully funded at $6,500, we will be able to add an additional 2,000 Visalia students to our concert this coming year. If we do not meet that increased budget, we will continue with the schools/students who are already enrolled as we have secured the funding for those schools already.

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: T.I.M.E. Targeted Interventions Mentorship Education

Specific Program or Service for which funding is requested: Lowrider Bike Build Program

Agency mailing address: 301 N Linwood St

City: Visalia State: CA Zip Code: 93291

Phone: (559) 303-2926 E-Mail: itztime2help@gmail.com

Contact name & title: Jerry Gaytan, Coordinator

Certification: I am authorized to sign this grant application on behalf of T.I.M.E. *(Grantee agency)*, as specified in the attached Board Resolution. T.I.M.E. *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and T.I.M.E. *(Grantee agency)* agrees to comply with such conditions.

Name: Jerry Gaytan *Title:* Coordinator

Signature: Jerry Gaytan *Date:* September 29, 2025

1. Amount requested in this application: $ $6,500.00
2. The funding requested is for (select one):
   - ☑ a new program or activity to be started during program year 2025
   - ☐ an ongoing program or activity
   - ☐ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

T.I.M.E. will use the Visalia Non-Profit Program Funding support to launch a lowrider bike intervention program for gang-impacted Visalia youth ages 12 to 17. The initiative combines hands-on technical training in welding, sanding, bodywork, priming, and painting with mentorship, case management, resource navigation, and social-emotional learning. In year one, the program will serve 10 Visalia youth through weekly workshops and individualized support.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
By the end of the grant cycle, at least 10 of 10 enrolled Visalia youth ages 12 to 17 will complete a full lowrider bike build and attend at least 80 percent of scheduled sessions.	
Activities	**How will activities be measured?**
Weekly hands-on workshops in bodywork, sanding, primer, welding, and paint; safety briefings every session; one-to-one mentorship and case management check-ins; a final community showcase ride.	Enrollment roster and attendance logs each session; instructor skill checklist signed at milestones (frame prep, primer, paint, final assembly); time-stamped photos of builds; completion certificate.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
At least 80 percent of participants will demonstrate improvement in teamwork, problem-solving, and perseverance from pre- to post-assessment.	
Activities	**How will activities be measured?**
Small group builds with rotating roles, goal setting at intake, and embedded social-emotional learning sessions using Joven Noble and/or WhyTry, delivered by trained facilitators.	How will activities be measured: Pre and post 8-item survey using a 1 to 5 scale, mentor rubric scored at week 1 and the final week, and a participant reflection card at program end.

5. Please indicate the type of fiscal year used by your agency:

   ☑ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$	$ 6,500.00
Number of Visalia Youth Served		6

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   "We strive to make an impact through mentorship, advocacy, and guidance."

   The lowrider bike intervention advances this mission by delivering mentorship, one-to-one check-ins, and social-emotional learning sessions using Joven Noble and or WhyTry. It practices advocacy by brokering resources and warm handoffs to school and city programs, and by coordinating with partners to reduce barriers for youth. It provides guidance through a structured build curriculum in welding, sanding, primer, and paint, clear safety practices, goal setting, and progress checklists that lead to a completed bike and a community showcase. The program will serve 10 Visalia youth ages 12 to 17, offering a safe place, consistent relationships, and measurable steps toward positive engagement.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   For more than three years, T.I.M.E. has mentored gang-impacted Visalia youth through school-based and community-based engagement. Our coordinator served for three years as an SSIP case worker at Golden West, supporting high-need students and helping reduce physical related suspensions while improving grades with this population. The team maintains regular contact with caregivers, collaborates with school staff and local partners, and documents progress through attendance logs, case notes, and simple pre- and post-check-ins tied to individual goals.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   The program serves gang-impacted youth ages 12 to 17, including youth who are justice-involved or at risk of suspension, truancy, or exposure to violence and substance use. These youth need safe spaces, trusted adult relationships, culturally relevant activities, hands-on skills, and practical help with barriers like transportation and navigating systems. The lowrider bike intervention meets these needs through a structured build curriculum, one-to-one mentorship and case management, and embedded social-emotional learning using Joven Noble and or WhyTry. Staff will coordinate with Probation Officers when applicable, provide court attendance when requested, broker resources and warm handoffs to school and city programs, and offer community service options aligned with youth interests.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

Youth and caregivers have asked for a program that is both culturally relevant and skill-based, and staff have previously overseen a successful lowrider bike effort that proved the concept. A gap exists for accessible, after-school and evening, hands-on programming that engages gang-impacted youth in a positive peer setting with caring adults. Seed funding of $6,500 will launch a pilot for 10 Visalia youth over 8 to 10 weeks by covering bikes, parts, finishes, PPE, and modest staffing for instruction, coordination, and case management. The program will culminate in a community showcase and clear deliverables such as completed builds, attendance, and pre to post growth in teamwork and problem solving. Sustainability will be pursued through in-kind space and tools, small donations of parts and supplies, volunteer mentors, and follow-on grants once pilot results are documented.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

None. The agency has not experienced budgetary deficits or debt in the last five years.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Yes. The program can still operate with partial funding by leveraging existing relationships with local shops, car clubs, and other partners for in-kind support, volunteers, and materials. These contributions would help offset costs and sustain core activities, though outcomes may be modestly reduced in scale and pace. With full funding, we would still leverage these partners, but their resources would add value rather than fill gaps, allowing us to deliver the planned scope and stronger outcomes.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6,500.00	P
Donations	$500.00	P
Fundraising Events		
County Funding (include grant names)		
State Funding (include grant names)		
Private Foundations (include Foundation names)		
Program Fees		
Other:		
Total Program Revenue:	$7,000.00	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	$2,500.00	
Employee Benefits	0	
Payroll Taxes	0	
Mileage	0	
Supplies	$3,500.00	
Printing and Copying	0	
Office Expenses/Rent	0	
Utilities		
All Other Expenses related to the proposed program (list by category)		
Auto Shop Stipend	$500.00	
Total Program Expenses:	$6,500.00	

ATTACHMENT 2

Grant Applications Not Recommended for Funding

Submit completed applications and required attachments to: Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency Name: Assistance League of Visalia

Phone: 559-737-1984

Specific Program or Service for which funding is requested: Operation Literacy through Operation School Bell® and additional events

Agency mailing address: P.O. Box 1408
City: Visalia State: CA Zip Code: 93278-4108
Email: assistanceleaguevisalia@alvisalia.org

Contact Name and title: Margaret Meling, Recording Secretary

Certification: I am authorized to sign this grant application on behalf of
Assistance League of Visalia, as specified in the attached Board Resolution.
Assistance League of Visalia acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and
Assistance League of Visalia agrees to comply with such conditions.

Name: _Margaret Meling *Title: Recording Secretary*

Signature: _____ *Date: September 26, 2025*

1. Amount requested in this application: $ 6,500

2. The funding requested is for (select one):

   ___ a new program or activity to be started during program year 2025

   XX an ongoing program or activity

   ____ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

The grant amount of $6,500 will buy approximately 5,000 books for the appropriate reading levels of students in elementary schools in Visalia Unified School District. Students in selected schools or at local school literacy events will select books to take for their home libraries. Books are distributed to all students within a school, at school's literacy event, and at the Operation School Bell clothing events at JC Penney. Four times a year approximately 200 elementary students are selected by VUSD personnel for the clothing events. Each child can select a book to take home at the end of the shopping event.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
	Operation Literacy promotes reading by increasing the number of books in the homes of students. Distribution of books at schools, literacy events, and Operation School Bell raises the awareness of the importance of reading and its value to each individual in the family.
Activities	**How will activities be measured?**
1. Distribute books at Operation School Bell clothing events to put reading center stage for all families attending.	1. The enthusiasm for books is measured by the number of books taken by families at the Operation School Bell event. Families at these events are selected by VUSD personnel and are part of the lower socio-economic group within VUSD. Families with fewer resources to purchase books for the home are provided books for the home and all children in the family benefit from the home library.
2. Distribute books at Literacy Nights at VUSD schools.	2. The Literacy events build enthusiasm for reading and provide an immediate access to books for the home. The number of books taken by families will be a key measurement of the outcome.
3. Distribute books to all students at local schools	3. Selected schools will have books distributed by grade levels on the same day creating a schoolwide excitement about reading. The number of books distributed in a single day provides a visual lesson that books are for everyone and an important part of students' lives. Encouraging students to share their books with each other is an added benefit.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome: See above table	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ___ January through December

   ___ July through June

   XX Other: __June 1 to May 31

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	$ 6,500	$ 6,500
Number of Visalia Youth Served	5,000	5,000

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   Assistance League – Volunteers transforming the lives of children and adults through community programs.
   Operation Literacy promotes enthusiasm for reading and the value of reading to both children and the adults in their families.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   In the last 25 years the Assistance League Operation School Bell program has clothed students at JC Penney. Students select clothing that makes them feel prepared for school and encourages attendance. Operation Literacy has given away on average 4,000 or more books a year since 2018.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   Books given at Operation School Bell events are specifically for those students of lower socioeconomic backgrounds since they are the students recommended for OSB. Family budgets continue to be squeezed by higher prices and providing both clothing and books for the home helps to overcome these financial limitations. Books distributed to all students at selected elementary schools also include lower income families as many of the schools in VUSD have many students and families needing assistance.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    N/A

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    none

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    Yes, the program will be operational and funded by other fundraising events. Each year we hope to grow the funding and reach our goal of providing 10,000 books for students.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$ 6.500	P
Donations – Mailing in October to potential donors		P (October)
Fundraising Events – Pickleball Tournament	$8,000	Nov. 7,8,9 (2025)
County Funding (include grant names)	0	
State Funding (include grant names)	0	
Private Foundations (include Foundation names)	0	
Program Fees	0	
Other: Grants		
Total Program Revenue:	$14,500	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	0	
Employee Benefits	0	
Payroll Taxes	0	
Mileage	0	
Supplies	0	
Printing and Copying	0	
Office Expenses/Rent	0	
Utilities	0	
All Other Expenses related to the proposed program (list by category) Book purchases	$6,500	$3.190
Total Program Expenses:	$10,000	

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Blanket Ladies with MOU from Parenting Neteork

Specific Program or Service for which funding is requested: ~~Blankets, Bears, and More~~ Project

Agency mailing address: ~~P.O. Box 1006~~

City: Visalia State: Ca. Zip Code: 93279

Phone: 559-799-7015 E-Mail: ~~thurbphoto@gmail.com~~

Contact name & title: Barbara Thurber Grant Coordinator

Certification: I am authorized to sign this grant application on behalf of Parenting Network *(Grantee agency)*, as specified in the attached Board Resolution. ~~Parenting Network~~ *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Parenting Network *(Grantee agency)* agrees to comply with such conditions.

Name: Barbara Thurber *Title:* Grant Coordinator

Signature: Barbara Thurber *Date:* 9-12-2025

1. Amount requested in this application: $ $2000
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☒ an ongoing program or activity
   - ☐ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

The Blanket Ladies will construct blankets and/or baby layette sets valued at $2000 to be distributed to social service agencies serving the 0 to 18 year population of Visalia. The CAC grant will be used to purchase material (fabric, yarn) to be used in the construction of these itemd. Approximately 130 blankets and or baby layette set will be made for donation.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Provide 130 fleece blankets and or baby layette sets to Parenting Network Visalia and/or Visalia Emergency Aide Council to distribute to 130 clients aged 0 to 18 years in Visalia. Quantity may change based on price of materials.	
Activities	**How will activities be measured?**
Donated fleece blankets and baby layette sets serve an essential need for warmth and comfort. Many families are living in homes with llimited or no heat. Many newborns have no new swaddling items. 1. Develop a list of needed items based on distribution from previous year and agency requests. 2. Purchase needed materials for the project. 3. Distribute completed items to agencies	The agencies receiving our item continue to form strong bonds with their clients by assisting them to become better parents by participating in various parenting classes, nutritional classes, preschool and counseling. They connect their clients to other social services to improve their basic life needs and help the families become self sufficient. The employees of the agencies we serve write letters of support expressing that the items\ we provide are tools needed for them to become partners with their client to effect change. Measureable outcomes - families have been provided essential items from warmth and comfort by agencies that would not have such items if we had not provided them

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**
	Continued fro above 1. Request letters from these agencies and submit them with reports to CAC. 2. Submit copies of receipts for materials purchased with CAC grant monies. 3. Submit copies of the signed delivery memos which list the number of items given and dates distributed.

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☒ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ N/A	$ $2000
Number of Visalia Youth Served	N/A	130

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   To improve the life of all families including those with special needs by providing support and empowerment through centralized delivery of social, educational, and health advocacy and other support agencies which respect beliefs, values, customs, and cultures. (Parenting Network)

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   With Blanket Ladies providing blankets and layette sets, Parenting Network's social workers give these items to families forming a bond of support to encourage positive changes to improve the lives of the families.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    None

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    Blanket Ladies continue to write grant appications and proposals to service clubs, foundations, First 5 Tulare County, Tulare County Board of Supervisors Good Works, and individuals throughout the year. Basically, we make items with the monies we receive each year.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds		
Donations	$1000	P
Fundraising Events		
County Funding (include grant names) Good Works	$1000	P
State Funding (include grant names) First 5 Tulare County	$7500	S
Private Foundations (include Foundation names)		
Program Fees		
Other:		
Downtown Rotary Club of Visalia	$1000 0	S
County Center Rotary Club of Visalia	$2500	S
Sunset Rotary of Visalia	$500	P ~~P~~ S
Breakfast Rotary of Visalia	$1000	P
United Way of Tulare County	$1000	S
~~Sence Foundation~~	$1000	P
Dwelle Family Foundation	$500	P
Carpenter Family Foundation	$500	P
Bank of the Sierra Sierra Grant	$2000	P
Total Program Revenue:	$19,500	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries		
Employee Benefits		
Payroll Taxes		
Mileage		
Supplies		
Printing and Copying		
Office Expenses/Rent		
Utilities		
All Other Expenses related to the proposed program (list by category)		
Fabric, Yarn, Notions	$2000	$17,500
Total Program Expenses:		$19,500

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Boys & Girls Club of Tulare County dba Boys & Girls Clubs of the Sequoias (BGCS)

Specific Program or Service for which funding is requested: Youth Development

Agency mailing address: 215 W. Tulare Ave.

City: Visalia State: CA Zip Code: 93277

Phone: 559.592.4074 E-Mail: galen.quenzer@bgcsequoias.org

Contact name & title: Galen Quenzer, CEO

Certification: I am authorized to sign this grant application on behalf of *Boys & Girls Clubs of the Sequoias (Grantee agency)*, as specified in the attached Board Resolution. Boys & Girls Clubs of the Sequoias *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Boys & Girls Clubs of the Sequoias *(Grantee agency)* agrees to comply with such conditions.

Name: Galen Quenzer *Title:* Chief Executive Officer

Signature: *Date:* 9/29/25

1. Amount requested in this application: $ 6,500
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☒ an ongoing program or activity
   - ☐ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Provide youth development programming in the area of Healthy Lifestyles. Boys & Girls Clubs of the Sequoias has three priority outcomes: 1) Academic Success, 2) Healthy Lifestyles, 3) Good character and citizenship. This grant will help us fulfill our goal of helping youth actively develop healthy lifestyle habits and stay away from risky and unhealthy lifestyle choices. This grant will provide Healthy Lifestyle programming for 50 youth, ages 6-18.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Healthy Lifestyles – youth, ages 6-18 will adopt a healthy diet, make healthy lifestyle choices and make a lifelong commitment to fitness.	
Activities	**How will activities be measured?**
Implement the Triple Play Suite including: 1) Implement two courses of the Healthy Habits nutrition education program with 40 youth by December 31, 2026. 2) Implement the Daily Challenges program 4x per week to help youth build movement skills and positive attitudes toward physical activity. 50 youth. Year-round. 3) Implement a Social Recreation program to build social-emotional skills in youth. 50 youth. Year-round.	Our Member Tracking System (MTS) software is used to track Club member demographics as well as program participation. Attendance will be taken of all grant programs. Reports can be generated to tell us how many of our members are participating in each of the three programs. We also conduct an annual survey to assess Club-wide progress on each of our priority outcomes as well as members' Club Experience. Participants of Triple Play will take the survey which assesses their agreement with indicators related to health: nutrition, fitness and social-emotional behaviors.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☒ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	$NA	$6,500
Number of Visalia Youth Served	NA	50

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

"To enable all young people, especially those who need us most, to reach their full potential as productive, responsible, caring members of society." Healthy Lifestyles are critical for young people to become responsible and productive members of society.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

The Visalia Club has been serving youth since 1999. In the past 26 years, we have served over 6,500 young people, many of whom were involved at the Club for many years and participated in a variety of programs.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in

the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

We take our mission to serve "those who need us most" seriously. The Visalia Club currently has several youth with intellectual disabilities (autism), and the Club serves numerous foster youth. For the fourth year, the Visalia Club has had a formal relationship with the Tulare County Probation Department where young people on informal probation are required to attend the Club for a specified number of hours. During this time, probationers get involved with positive activities, become involved with exploring careers and learn job readiness skills. The Club has served an average of 18 justice-involved youth per year.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

NA

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

We did have a significant operating deficit last year due to a capital campaign we are conducting.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Yes, but we may not be able to serve as many kids.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	6,500	P
Donations	24,700	P
Fundraising Events		
County Funding (include grant names)		
State Funding (include grant names)		
Private Foundations (include Foundation names)		
Program Fees		
Other:		
Total Program Revenue:	$31,200	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Youth Development Coach (staff)	6,500	13,500
Facilities expenses (inc utilities, maintenance)		8,000
Insurance		2,800
Supplies		400
Total Program Expenses:	6,500	24,700

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: California Health Collaborative

Specific Program or Service for which funding is requested: Visalia Youth-Led Art & Wellness Summit

Agency mailing address: 600 W Acequia

City: Visalia State: CA Zip Code: 93292

Phone: 559-244-4526 E-Mail: dlopez@healthcollaborative.org

Contact name & title: Daisy Lopez, Senior Director of Program Services

Certification: I am authorized to sign this grant application on behalf of California Health Collaborative *(Grantee agency)*, as specified in the attached Board Resolution. California Health Collaborative *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and California Health Collaborative *(Grantee agency)* agrees to comply with such conditions.

Name: John Bodtker *Title:* Chief Executive Officer, Interim

Signature: John D. Bodtker *Date:* 09/29/25

1. Amount requested in this application: $ $6500

2. The funding requested is for (select one):

   ☐ a new program or activity to be started during program year 2025

   ☒ an ongoing program or activity

   ☐ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

The requested funding will be used to host an Art and Wellness Summit for Visalia youth ages 12-19 and their families. Led by 4 Visalia Youth art and wellness interns, the Summit will engage approximately 100 local youth and their families in hands on art workshops and wellness activities designed to promote creativity, self-expression, and emotional wellbeing.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Visalia youth will participate in an Art and Wellness Activities designed to increase their access to creative wellness practices that strengthen emotional regulation, resilience, mental wellness and community connection.	
Activities	**How will activities be measured?**
1. Recruit and train 4 youth art interns to design and lead art/wellness workshops. 2. Host a one-day Art and Wellness Summit for 100 youth and families featuring multiple art modalities (painting, dance, poetry, music, etc.). 3. Provide interactive wellness stations (mindfulness, journaling, movement). 4. Provide opportunities for local Visalia youth to showcase their art and share reflections with peers and family.	Event surveys following the end of the event will measure any mental health, wellness and resilience outcomes. Attendance logs will document number and age of youth served. Qualitative feedback forms from youth interns will identify any outcomes learned by the interns leading the summit. Pictures and documentation of art projects and performances.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☒ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ 0	$ 6500
Number of Visalia Youth Served	0	100

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   Since 1982, the California Health Collaborative (CHC) has walked alongside youth, families, and communities to advance health, healing, and justice. Guided by our mission of *changing lives by improving health and wellness*, we uplift the voices of those most impacted by inequities, particularly Latinx, African American, Asian American, Pacific Islander, and immigrant communities who often face systemic barriers to care, resources, and belonging. CHC is rooted in culturally responsive, community-centered approaches that honor lived experience. With headquarters in the Central Valley, we collaborate with local partners to ensure that across the lifespan, people feel seen, valued, and empowered.

   Our programs span tobacco prevention, youth development, maternal wellness, sexual and reproductive health, senior services, mental health, and substance use prevention. Across all programs, CHC focuses on capacity-building and policy, systems, and environmental change that address root causes of inequities. Youth leadership is at the heart of our work. We engage young people as advocates and co-creators of healing-centered strategies that strengthen their communities. By equipping youth with tools, mentorship, and opportunities to influence local policy and systems, we support them in building collective power to advance change.

   CHC is dedicated to advancing equity by amplifying youth voices and creating pathways for them to lead and thrive. The proposed program centers on youth voice and their ability to strengthen their communities using art, advocacy, and storytelling. Funding will support the annual Art and Wellness Summit, which brings together young people, supportive adults, families and community allies to celebrate creativity, healing and resilience. The purpose of the summit is to uplift the talents and lived experiences of youth, particularly those disproportionately impacted by juvenile court systems, foster care, and expulsion from schools. This opportunity empowers youth from Visalia to redirect their stories into a positive outlook of resilience and hope regardless of their background, upbringing, or circumstance.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   The California Health Collaborative has over three decades of experience designing and implementing health and wellness programs that reach diverse communities throughout the Central Valley, including the City of Visalia. Our youth development portfolio includes programs such as California Personal Responsibility Education Program (CA PREP) that provides comprehensive adolescent sexual health education, Friday Night Live which leads substance use prevention programming for youth and families, and the HEAL (Healing, Equity, Action, Leadership) program, which leads leadership, art and wellness activities in Visalia. These initiatives engage thousands of young people annually in leadership development, health education, and healing-centered practices that build resilience and strengthen protective factors.

   Through these programs, CHC has successfully hosted youth-led summits, art-based community projects, and wellness events that elevate youth voice and create safe spaces for connection and growth. We have a proven ability to recruit and mentor youth interns, coordinate large-scale community gatherings, and evaluate outcomes through both quantitative and qualitative measures. This experience positions us well to implement the Art and Wellness Summit in Visalia, ensuring that young people are not only participants but also leaders in creating healthier, more connected communities.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   The proposed project intends to serve youth ages 12–19 in the City of Visalia who are disproportionately impacted by poverty, juvenile justice systems and juvenile courts, judgment surrounding substance use that create barriers to care, foster care, and exclusionary discipline practices. The 2023–2024 California Healthy Kids Survey found that 19% of 9th graders, 20% of 11th graders, and 37% of nontraditional school students reported lifetime substance use. Discipline data further illustrates inequities. In 2024, BIPOC students were suspended at a 5.8% rate compared to 3.3% for White students, highlighting systemic disparities.

   Funding will directly support youth-led leadership and advocacy initiatives that engage young people most impacted by the systemic disparities listed above. Through this opportunity, Visalia youth will plan, lead, and host an Art and Wellness Summit for their peers, families, and community. The summit will include activities that reflect their lived experience and cultural identities, while building confidence, resilience and leadership skills. Youth facing challenges such as suspension or expulsion are often excluded from school-based leadership activities that foster growth and connection and limit opportunities to build protective factors against substance use and adverse childhood experiences, such as mindfulness, creative expression, and community engagement. By building on the existing HEAL Project and California Health Collaborative programming, this initiative reduces financial barriers and ensures youth and families can participate in meaningful, healing-centered activities that strengthen individual and collective well-being.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    While CHC has previously implemented art and wellness activities in Visalia with limited funding, resources have only allowed us to serve a small number of youth at a time. We

have seen first-hand the impact these opportunities make, particularly for young people who face barriers to safe, creative, and supportive spaces. Youth participants have consistently expressed the need for more accessible, ongoing opportunities to engage in art as a pathway to healing and wellness.

Currently, Visalia has very few free, youth-led events that combine art and wellness in a way that is inclusive of families and accessible to those most impacted by poverty, inequities, and community stressors. With expanded funding, the Art and Wellness Summit will allow us to reach a larger number of youth, especially those who could benefit most, and strengthen the leadership skills of youth art interns who will serve as facilitators and role models. This program fills a clear gap in youth programming while advancing CHC's mission to change lives by improving health and wellness.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    The California Health Collaborative has maintained strong financial management practices and has not experienced debt or budgetary deficits in the past five years. Our organization operates with a diverse funding base, including state and federal grants, local contracts, and philanthropic support, which allows us to remain stable while expanding services that meet community needs.

    While resources are always limited in nonprofit work, we carefully align funding with program goals and leverage in-kind support and community partnerships to maximize impact. The requested funding will supplement secured state resources to ensure the Art and Wellness Summit is accessible to all youth and families at no cost. Our history of fiscal responsibility and program success demonstrates our ability to steward these funds effectively.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    If partially funded, the program will be able to continue as planned but would impact the expansion, reach, and youth creative freedom. Our goal is to reach 100 youth and their families through the event and compensate youth leaders for their time and effort. The Art and Wellness Summit is meant for young people to lead, advocate, and see themselves in the work that is coordinated, as well as positively impacting participants. A partially funded award will not impact the program outcome to serve 100 youth; however, it will impact the overall planned approach.

    For young people impacted by juvenile courts, exclusionary disciplinary practices, and substance use, one of the protective factors that California Health Collaborative promotes are youth-led spaces that honor youth voices and experiences. Full funding will supplement HEAL Project's goal to provide intentional opportunities to engage Visalia youth and their community circles. With financial support, youth will be able to creatively target their supportive unit including peers, supportive adults, and family.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds		
Donations		
Fundraising Events		
County Funding (include grant names)		
State Funding (include grant names)	HEAL - $1,000	P
Private Foundations (include Foundation names)		
Program Fees		
Other:		
Total Program Revenue:	$1,000	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries		
Employee Benefits		
Payroll Taxes		
Mileage		
Supplies	$4000	$
Printing and Copying	$500	
Office Expenses/Rent		
Utilities		
All Other Expenses related to the proposed program (list by category)		
Youth Stipends	$2000	$1000
Total Program Expenses:	$6500	

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Central Valley Youth Sports & Education

Specific Program or Service for which funding is requested: Girls on the Run & SV Chivas 14 - Navy

Agency mailing address: PO Box 6190

City: Visalia State: CA Zip Code: 93290

Phone: (619)995-5483 E-Mail: cvyse@gmail.com

Contact name & title: Lindsay Etchegaray, CFO

Certification: I am authorized to sign this grant application on behalf of Central Valley Youth Sports & Education *(Grantee agency)*, as specified in the attached Board Resolution. Central Valley Youth Sports & Education *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Central Valley Youth Sports & Education *(Grantee agency)* agrees to comply with such conditions.

Name: Lindsay Etchegaray *Title:* CFO

Signature: Lindsay Etchegaray *Date:* 9/10/25

1. Amount requested in this application: $ 6,100
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☑ an ongoing program or activity
   - ☑ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Twelve Scholarships for the Girls on the Run program - this will allow twelve 3rd-5th grade Visalia students to participate in the program. The grant would pay for the program cost of $50 per student.

Five Scholarships for South Valley Chivas - Visalia soccer teams players. This will allow five kids to participate in travel soccer. The grant would pay for registration fee, league fees, and tournament fees.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Twelve Visalia students accomplish the 5k race at the end of the season. Success would be measured by 75% participation in practices throughout the season and completion of the 5k. It costs $50 per participant, $600 total.	
Activities	**How will activities be measured?**
20 Lessons over the 10 weeks 5k Run at the end of season. Cost per participant: $50 12 Participants: $600	75% participation in lessons Completion of 5k in December

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Successful 2026 soccer season. Ability too play on a club travel team which would not be accessible otherwise.	
Activities	**How will activities be measured?**
Practice Participation League Play Tournament Play Annual Club Fee: $450 Fall & Spring Fees: $250 Tournament Fees x2: $400 ($75 Entrance Fee & $125 Hotel Stipend) Total per Player: $1,100 5 Players: $5,500	75% participation at practices & games. Partcipation in both tournaments.

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☑ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ N/A	$ 6,100
Number of Visalia Youth Served	N/A	17

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   CVYSE is dedicated to empowering young people through athletics and academics. Our mission is to provide safe, inclusive, and enriching programs that foster teamwork, discipline, leadership, and lifelong learning.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   We have provided scholarships for players on the South Valley Chivas 2014 - Navy Visalia team for the 2024-2025 season. This allowed players that would normally not be able to participate in travel soccer play on a team that travels the state and competes at the highest level.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   The soccer scholarships serve a financially challenged population.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    Visalia does not offer the Girls on the Run program, we are providing girls the opportunity to participate in a nationwide program that promotes building confidence through movement.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    N/A

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    Partial funding will results in less participation, fewer kids that are able to participate.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds		
Donations		
Fundraising Events		
County Funding (include grant names)		
State Funding (include grant names)		
Private Foundations (include Foundation names)		
Program Fees		
Other:		
Total Program Revenue:	$0	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	$0	
Employee Benefits		
Payroll Taxes		
Mileage		
Supplies		
Printing and Copying		
Office Expenses/Rent		
Utilities		
All Other Expenses related to the proposed program (list by category)		
Girls on the Run Program Fees	$600	
Club & League Fees	$3,500	
Tournament Fees	$2,000	
Total Program Expenses:	$6,100	

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: CLIPArts (Christ Lutheran Institute of Performing Arts)

Specific Program or Service for which funding is requested: CLIPArts

Agency mailing address: 3830 W. Tulare Ave.

City: Visalia State: CA Zip Code: 93291

Phone: 732-1851 (church office) E-Mail: pmerkel24@gmail.com

Contact name & title: Pamela Merkel, president, CLIPArts board of directors

Certification: I am authorized to sign this grant application on behalf of CLIPArts *(Grantee agency)*, as specified in the attached Board Resolution. CLIPArts *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and CLIPArts *(Grantee agency)* agrees to comply with such conditions.

Name: Pamela J. Merkel *Title:* President, board of directors

Signature: Pamela J Merkel *Date:* 9-24-25

1. Amount requested in this application: $6500.00
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☐ X an ongoing program or activity
   - ☐ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

CLIPArts plans to use the funds for costs associated with our performing arts program such as royalty fees and rights to produce a Broadway-type musical, costumes, sets, props, publicity, etc. each school semester. Our no-cost-to-families program serves community youth in grades 1-8. We currently have 15 students but plan to grow our program in the next year.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
We are currently in rehearsals for our fall production, "Madagascar the Musical" to be presented in December 2025. We ave not selected our 2026 shows yet but they will be of equal or greater quality.	
Activities	**How will activities be measured?**
1. CLIPArts will advertise the program through social and print media.	1. 20 or more students will enroll in the program. Daily attendance will be taken with parents/guardians signing students in and out each day.
2. Students will receive instruction in singing, dancing, and acting as well as improvisational skills and creative expression.	2. Instructors will assess students' skills each day, giving kind guidance for improvement.
3. Students will audition for roles after coaching from staff. All students will have at least one part to play.	3. By January 26, instructors will cast students in roles for the spring show.
4. At each program session, students develop their skills in singing, dancing, and acting, moving eventually to memorization.	4. Students will be provided scripts and online means to practice at home as well as during the program hours.
5.Tech and dress rehearsals will take place before the performance dates.	5. Staff will assess students' readiness to perform and boost their confidence with encouragement.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:

The second show to be presented in December, 2026, will involve more students, free of charge. If we raise enough money, we will rent a local theater to produce the show.

Activities	**How will activities be measured?**
Same as #1-5 above	Same as #1-5 above except: 1. We plan to grow in numbers of students enrolled. 2. Auditions for the fall 2026 semester will take place by September 14, 2026, for a show to be selected in June, 2026.

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☐ X July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	$ 6500.00	$6500.00
Number of Visalia Youth Served	20	25-30

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.
   CLIPArts' mission is to show the love of Jesus Christ to children through a no-cost after school performing arts program. CLIPArts is a safe place to learn to interact with others in a positive way by fostering creativity through the performing arts.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.
   CLIPArts has been offering this program to the community since 2011. We have served 20-50 students each year and produced shows of which children and their families are proud. There have been many "alumni" of the program who go one to participate in performing arts in high school and beyond.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).
   CLIPArts' target group has always been children who are at-risk and/or are in low-income families. Post-pandemic, we realized that we need to open our registration to all children who need our services. We continue to focus on the need for children to feel safe and accepted along with a place to express themselves.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.
    Does not apply

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).
    None

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?
We will continue to operate our program no matter what the award is. The board will search for other sources of funding.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	6500	P
Donations	15,000	S (pending current campaign)
Fundraising Events (Concessions at shows)	1500	P
County Funding (include grant names) Step Up grant	5000	S
State Funding (include grant names)		
Private Foundations (include Foundation names)		
Program Fees		
Other:		
Total Program Revenue:	28,000	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Staff salaries and taxes		17,000
Supplies, including rights to shows, costumes, etc.	4500	3000
Theater rental	2000	1000
Fingerprinting for new employees and volunteers		200
Marketing/publicity		200
Office supply expenses		100
Note: CLIPArts receives in-kind facility expenses from Christ Lutheran Church as a donation.		
Total Program Expenses:	28,000	

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Friends of Tulare County

Specific Program or Service for which funding is requested: 2026 Child Welfare Services Children's Toy Drive

Agency mailing address: 5957 S. Mooney Blvd

City: Visalia State: CA Zip Code: 93277

Phone: 559 624-7487 E-Mail: asavoie@tularecounty.ca.gov

Contact name & title: Alissa Savoie, Staff Service Analyst III & Children's Toy Drive Coordinator

Certification: I am authorized to sign this grant application on behalf of *Friends of Tulare County (Grantee agency)*, as specified in the attached Board Resolution. *Friends of Tulare County (Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and *Friends of Tulare County (Grantee agency)* agrees to comply with such conditions.

Name: Charlie Norman *Title:* Vice-President/Secretary

Signature: *Date:* 9-5-2025

1. Amount requested in this application: $ $5,000
2. The funding requested is for (select one):

   ☐ a new program or activity to be started during program year 2025

   X an ongoing program or activity

   ☐ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

   The annual Child Welfare Services (CWS) Children's Toy Drive is a community-based event that provides children in the foster care system with gifts during the holiday season. This grant will allow us to purchase each child in Tulare County Foster Care System that's lives in Visalia with a gift in December 2026. We currently have over 1,300 children in Foster Care in Tulare County, with over 300 that live in Visalia.

These are children and teens that are victims of abuse and neglect, which are removed from their homes and are living with foster parents, relatives, or in a residential facility. These kids undergo the trauma of disruption to their family, it is distressing for children to be apart from family during the holiday season.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Purchase each child in Tulare County Foster Care System with a gift in December 2026. We currently have over 1,300 children in Foster Care in Tulare County, with over 300 that live in Visalia. This grant would help support foster children living within the Visalia city limits.	
Activities	**How will activities be measured?**
The Annual Children's Toy Drive is designed to improve the quality of life for the kids in our foster care program during the holiday season. They are remembered by the people advocating for them during a difficult time in their lives, their Social Workers. Partnerships with community-based organizations continue to grow and new partnerships develop with schools, civic groups, and a variety of clubs. While this specialized campaign has a great emotional effect for our volunteers, foster parents and foster kids, there is no mechanism to measure the impact made by the Annual CWS Children's Toy Drive. We do get a lot of positive stories from Social Workers after they deliver the toys to the Foster Children, validating that these efforts were achieved.	In September 2025 the California State database known as CWS/CMS identified 1,305 children and youth in the foster care system here in Tulare County, 327 live in the City of Visalia. The Toy Drive committee will match close to 1,300 children with a donated gift according to their wish list, ensuring all children get a gift. Outputs can be measured by an ad hoc report from the CWS database. The number of Visalia youth can be identified by this report and the number of gifts distributed to Visalia youth can be confirmed by Social Workers.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Deliver a wrapped gift to all the children in the foster care system. (this grant will support only foster children living with the Visalia city limits)	
Activities	**How will activities be measured?**
A crew of volunteers comes together to wrap/label gifts and disperse to the Social Workers to provide to the children in Child Welfare Services.	Outputs can be measured by an ad hoc report from the CWS database. The number of Visalia youth can be identified by this report and the number of gifts distributed to Visalia youth can be confirmed by Social Workers.

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   X July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	$ N/A	$ 5,000
Number of Visalia Youth Served	N/A	

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   Friends of Tulare County (FTC) is a 501(c)(3) non-profit organization dedicated to promoting the safety, health and well-being of all residents of Tulare County. Friends of Tulare County strives to assist underrepresented populations of all ethnicities and cultures through donations, charitable giving and grant funding. The Tulare County Human Services Branch is a committed partner, within our community, in providing hope and encouragement through responsive services to the residents of Tulare County.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   The annual Children Toy Drive has been operating for 18 years. Last year's Toy Drive was a success. We were able to provide close to 1,300 children with a new wrapped toy. 350 Lived within the city of Visalia. We saw an amazing outpour of community support. An annual CWS

Children's Toy Drive planning committee consists of county employees and community partners who volunteer time to attend meetings, support community events, and coordinate the success of the Toy Drive. Resource parents, county employees and residents of Visalia support the toy drive by volunteering their time wrapping gifts for social workers. The coordinators write grants and solicit donations from a variety of organizations to ensure every child receives a gift. They worked tirelessly to ensure the toy drive was a success.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   The served population is children and teens that are victims of abuse and neglect, and are living with foster parents, relatives, or in a residential facility. Children and teens are in the foster care system through no fault of their own. Foster parents receive monetary allowances to aid them with meeting the child(ren)'s needs, but during the holiday season it can be difficult to stretch those allowances to include additional costs for toys and gifts. In addition, many foster homes have multiple foster children and providing more than one or two gifts can be difficult for these families. The Visalia Non-Profit Program Fund will support a minimum of 300 youth and teens in out-of-home placements within the city of Visalia.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    N/A

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    There are no issues to report.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$5,000.00	P
Donations	$158.00	S
Fundraising Events		
County Funding (include grant names)		
State Funding (include grant names)		
Private Foundations (include Foundation names)		
Program Fees		
Other: Rollover from previous fiscal year	$51,993.14	S

Total Program Revenue:	$57,151.14	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries		
Employee Benefits		
Payroll Taxes		
Mileage		
Supplies		
Printing and Copying		
Office Expenses/Rent		
Utilities		
All Other Expenses related to the proposed program (list by category)		
Purchase Toys & Gift Cards for Toy Drive	$42,000	
Total Program Expenses:		

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Kiwanis Club of Visalia (Downtown)

Specific Program or Service for which funding is requested: Nature Immersion Program

Agency mailing address: P.O. BOX 942

City: Visalia State: CA Zip Code: 93290

Phone: (559) 759-0592 E-Mail: kiwanisvisalia@gmail.com

Contact name & title: David Hernandez, Board Member

Certification: I am authorized to sign this grant application on behalf of Kiwanis Club of Visalia *(Grantee agency)*, as specified in the attached Board Resolution. Kiwanis Club of Visalia *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Kiwanis Club of Visalia *(Grantee agency)* agrees to comply with such conditions.

Name: David Hernandez *Title:* **Board Member**

Signature: David B Hernandez Digitally signed by David B Hernandez DN: cn=David B Hernandez, o, ou, email=davidh696@gmail.com, c=US Date: 2025.09.30 09:59:13 -07'00' *Date:* 09/30/2025

1. Amount requested in this application: $ 6,500

2. The funding requested is for (select one):

   [X] a new program or activity to be started during program year 2025

   [ ] an ongoing program or activity

   [ ] scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

The grant will be used to fund a field trip for 4th grade kids in the Downtown Visalia elementary schools (Washington, Highland, Conyer, & Houston) to Kaweah Oaks Preserve. The grant is expected to serve 120 students with an approximate age of 9 to 10 years old.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
The planned outcome is to get students out in nature and integrate part of their science curriculum with a related outside activity.	
Activities	**How will activities be measured?**
Provide the cost of transportation, field trip cost to Kaweah Oaks Preserve, and explorer kits to elementary school students. The field trip consists of a guided tour of Kaweah Oaks Preserve with nature activities where students can interact with nature.	Activities will be measured by the number of students that attend the field trip.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☐ July through June

   ☒ Other: October to September

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ 0	$ 6,500
Number of Visalia Youth Served	0	120

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.
   Kiwanis' mission is to empower communities to improve the world by making lasting differences in the lives of children.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.
   Kiwanis has over 100 years of community service. Current projects includes Key Club, Terrific Kids, Character Counts, volunteering, among other services.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).
   We are targeting lower income schools that may not have as much support for these types of activities.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.
    This is an old program that stopped during covid. We are planning to start this program again and get students involved in outside activities.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).
    The club has never had budgetary problems or any debt within the last 5 years.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?
    Yes, the club has reserves in their administration account if needed.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6,500	P
Donations	$0	
Fundraising Events	$0	
County Funding (include grant names)	$0	
State Funding (include grant names)	$0	
Private Foundations (include Foundation names)	$0	
Program Fees	$0	
Other:		
Total Program Revenue:	$6,500	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	$0	$0
Employee Benefits	$0	$0
Payroll Taxes	$0	$0
Mileage	$0	$0
Supplies	$0	$0
Printing and Copying	$0	$0
Office Expenses/Rent	$0	$0
Utilities	$0	$0
All Other Expenses related to the proposed program (list by category)	$0	$0
Transportation (approx. $20 per student)	$2,400	$0
Field Trip (approx. $20 per student)	$2,400	$0
Explorer Kits (approx. $17 per student)	$1,700	$0
Total Program Expenses:	$6,500	$0

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Juventud Enriquecimiento Musica y Artes Foundation

Specific Program or Service for which funding is requested: Music and Performaing Arts

Agency mailing address: 15140 Raynette Court

City: Visalia State: CA Zip Code: 93292

Phone: 559-563-3035 E-Mail: rmacareno@gmail.com

Contact name & title: Raymond Macareno, Board Chair

Certification: I am authorized to sign this grant application on behalf of JEMA Foundation *(Grantee agency)*, as specified in the attached Board Resolution. JEMA Foundation *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and JEMA Foundation *(Grantee agency)* agrees to comply with such conditions.

Name: Raymond Macareno *Title:* Board Chair

Signature: *Date:* 9/29/25

1. Amount requested in this application: $6500
2. The funding requested is for (select one):
   - ☒ a new program or activity to be started during program year 2025
   - ☒ an ongoing program or activity
   - ☐ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Our organization is committed to providing youth in our community with access to cultural and performing arts. In 2025, we successfully hosted free Ballet Folklórico classes during the fall and winter seasons. These classes offered students the opportunity to learn traditional dance while fostering pride in their cultural heritage and building self-confidence.In 2026, we hope to continue and expand these efforts by adding free youth guitar classes. Our vision is to begin guitar instruction in the spring through fall, followed by a Ballet Folklórico program in the fall. The community event will serve as a celebration of student achievement, cultural pride, and collective growth. Goal is to serve 200 students

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Host free Ballet Folklórico classes during the fall and winter seasons. These classes offered students the opportunity to learn traditional dance while fostering pride in their cultural heritage and building self-confidence.	
Activities	**How will activities be measured?**
Youth Ballet Folklorico By Age and Grade for Visalia Students	Students will be required to sign-in. Track the number of students and the number of sessions offered to through the program Parents will be asked to complete a participation form that will show there address. If Visalia, it will be counted toward the program goal. If other than Visalia, the parents can still enroll student if space is available, but will be asked to pay a small fee

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
In 2026, we hope to continue and expand these efforts by adding free youth guitar classes. Our vision is to begin guitar instruction in the spring through fall	
Activities	**How will activities be measured?**
Youth Ballet Folklorico By Age and Grade for Visalia Students	Students will be required to sign-in. Track the number of students and the number of sessions offered to through the program Parents will be asked to complete a participation form that will show there address. If Visalia, it will be counted toward the program goal. If other than Visalia, the parents can still enroll student if space is available, but will be asked to pay a small fee

5. Please indicate the type of fiscal year used by your agency:

   ☒ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ 6500	$ 6500
Number of Visalia Youth Served	180	200

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   MISSION: To enrich our youth through cultural music and arts.
   Enrichment will be conducted via dance and music classes

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   Instructors have over 20 years experience in dance and instruction/teaching

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   While our program is not designed for a specific demographic of youth, we have found that many parents appreciate having an alternative to sports. For some children who may not excel in athletics, the performing arts provide a meaningful outlet where they can discover new interests, build confidence, and thrive.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    We find that parents are more willing to introduce their children to something new when the program has a low barrier to entry. With this in mind, we hope to offer free youth guitar classes and provide instruments, ensuring that all interested students have the opportunity to participate regardless of financial limitations.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    No budgetary issues. The foundation host cultural events that provider funding to support special projects.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    We would offer one less class, or only one of the three. If less, we would consider how many students can participate with funds available.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	6500	P
Donations	1000	P
Fundraising Events	1000	P
County Funding (include grant names)	0	
State Funding (include grant names)	0	
Private Foundations (include Foundation names)	0	
Program Fees	0	
Other:	0	
Total Program Revenue:	8500	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	0	
Employee Benefits	0	
Payroll Taxes	0	
Mileage	0	
Supplies	500	
Printing and Copying	500	
Office Expenses/Rent	2000 (City Rentals)	
Utilities	0	
All Other Expenses related to the proposed program (list by category)		
Instructors	5000	
Recital - Community Event	500	
Total Program Expenses:	8500	

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: OMG Youth Sports and Enrichment

Specific Program or Service for which funding is requested: Thrive360- Visalia

Agency mailing address: 819 N. Crescent Hts

City: Los Angeles State: CA Zip Code: 90046

Phone: 323-314-8593 E-Mail: omgyouthsports@gmail.com

Contact name & title: Jonathan Owens, Executive Director

Certification: I am authorized to sign this grant application on behalf of OMG Youth Sports *(Grantee agency)*, as specified in the attached Board Resolution. OMG Youth Sports *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and OMG Youth Sports *(Grantee agency)* agrees to comply with such conditions.

Name: Jonathan Owens *Title:* Executive Director

Signature: *Date:* 09/28/2025

1. Amount requested in this application: $ 6500
2. The funding requested is for (select one):
   - [x] a new program or activity to be started during program year 2025
   - [ ] an ongoing program or activity
   - [ ] scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

The requested funds will be used to launch Thrive360: Visalia, a prevention-focused program that combines weekly wellness and movement sessions with free community skill clinics and camps. The program will serve approximately 100 Visalia youth ages 8–17 throughout 2026, providing positive alternatives to violence, drug use, and other unhealthy behaviors. Grant funds will cover program supplies, youth incentives, and outreach to ensure accessibility for all participants.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
At least 100 Visalia youth ages 8–17 will participate in Thrive360 and skills clinics, gaining safe, structured alternatives to unhealthy behaviors.	
Activities	**How will activities be measured?**
Youth will take part in weekly/ monthly Thrive360 wellness and movement sessions focused on fitness, emotional regulation, and peer support, along with quarterly multisport skill clinics and seasonal camps in basketball, soccer, and track. All activities will be accessible, low-cost or free, and widely advertised to ensure broad participation by Visalia youth ages 8–17.	Attendance will be tracked at each session, clinic, and camp, with sign-in sheets documenting the number of Visalia youth served. Pre- and post-program surveys will measure changes in confidence, physical activity levels, and positive peer connections, while staff will record observations of participation and engagement to assess overall impact.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Youth participants will show improved confidence, social skills, and healthy decision-making, as measured by pre- and post-program surveys and facilitator observations.	
Activities	**How will activities be measured?**
Program staff will lead interactive group exercises, mindfulness and movement sessions, and team-building activities designed to build resilience and social skills. Youth will also engage in guided discussions and reflective journaling to practice healthy decision-making and reinforce positive behavior	Facilitators will use pre- and post-program surveys to track growth in confidence and decision-making skills, while observation checklists and youth journals will be reviewed to measure participation, engagement, and social interaction progress.

5. Please indicate the type of fiscal year used by your agency:

   ☒ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ N/A	$ 6500
Number of Visalia Youth Served	N/A	100

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.
   Our motto: Inspire. Achieve.Explore. The proposed Thrive360: Visalia program directly supports this mission by using movement, mentorship, and skill-building activities to promote healthy lifestyles, confidence, and resilience among Visalia youth ages 8–17.
8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

OMG has served underserved and at-risk youth across California through sports, wellness, and enrichment programs that emphasize inclusion and accessibility. Proven models, such as Power of Movement and the Empowerment Hub, have helped youth build confidence, social skills, and resilience.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

Thrive360: Visalia is designed to serve underserved and at-risk youth ages 8–17, including those vulnerable to violence, dru use, and other unhealthy behaviors. Combining movement, mentorship, and wellness activities, the program provides safe, structured outlets that build resilience, promote positive peer connections, and support healthy decision-making.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    Visalia youth face limited access to safe, structured, and affordable programs that provide positive alternatives to violence, substance use, and other unhealthy behaviors.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    N/A

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    Yes, the program will operate with partial funding by scaling the number of sessions and clinics offered, though fewer Visalia youth would be reached compared to the full proposal.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	6500	p
Donations	2000	p
Fundraising Events	1000	p
County Funding (include grant names)	2500	Tulare Cty Youth Fund - P
State Funding (include grant names)	0	
Private Foundations (include Foundation names)	3000	Lithia (S)
Program Fees	0	
Other:	1500	s
Total Program Revenue:	16500	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries		
Employee Benefits		
Payroll Taxes		
Mileage		
Supplies	3000	2000
Printing and Copying	750	750
Office Expenses/Rent		
Utilities		
All Other Expenses related to the proposed program (list by category)	2750	5000
Total Program Expenses:	6500	10000

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Proteus, Inc.

Specific Program or Service for which funding is requested: Scholarship Funding

Agency mailing address: 1830 N. Dinuba Blvd.

City: Visalia State: CA Zip Code: 93291

Phone: (559) 733-5423 E-Mail: msilva@proteusinc.org

Contact name & title: Michelle Engel-Silva, Chief Executive Officer

Certification: I am authorized to sign this grant application on behalf of *Proteus, Inc.* *(Grantee agency)*, as specified in the attached Board Resolution. Proteus, Inc. *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Proteus, Inc. *(Grantee agency)* agrees to comply with such conditions.

Name: Michelle Engel-Silva *Title:* Chief Executive Officer

Signature: Michelle Engel-Silva *Date:* 9/26/25

1. Amount requested in this application: $ 6,000
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☐ an ongoing program or activity
   - ☒ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

The requested funds will be directly used to provide City of Visalia area youth with a one-time scholarship in the amount of $1,000. Youth services to be provided will consist of 6 scholarships for youth ages 18 and under who are entering or attending an accredited institution for the respective academic year in order to assist with the costs/fees associated with their education and/or training.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Proteus, Inc. will provide a one-time scholarship to City of Visalia youth to assist with costs/fees associated with their post-secondary education and/or training.	
Activities	**How will activities be measured?**
Provide a one-time scholarship in the amount of $1,000 to local City of Visalia/Visalia Unified School District students.	The metrics and approaches that will be used to effectively measure our scholarship program are: • **Tracking System**: Utilize an excel spreadsheet to record and track the number of scholarship applications received and scholarships awarded. These spreadsheets contain program details such as application/scholarship status (i.e., in review, pending, completed) as well as participant contact information. • **Proof of City of Visalia Residence, VUSD Attendance, & Demographic Data**: Collect proof of age, address, and VUSD attendance to meet program requirements. In addition, collect applicant demographic information (e.g. gender, race, ethnicity, etc.) to assess the diversity and inclusivity of the program. • **Application Completion Rate**: Track applicants through the entire application process to identify potential barriers or issues and make adjustments and/or improvements to the program based on identified barriers or inefficiencies. • **Interview/Selection Rate**: Track the number of applicants who are selected for interview and scholarship award to determine the success rate of applicants/program. • **Awarded Scholarships**: Measure the number of scholarships awarded against the total number of applications received to evaluate the demand/impact of the program.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☒ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	$6,000	$6,000
Number of Visalia Youth Served	6	6

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

The City of Visalia's Non-Profit Grant Program will allow Proteus to continue to advance our fundamental mission "to provide education, workplace training, job placement, and other support services to farm working families and diverse program participants to empower them to achieve self-sufficiency." Self-sufficiency of our customers is a core value shared by all parties involved in our service process, including our organization, partner agencies, and our staff members. This proposed scholarship program for the City of Visalia/Visalia Unified School District youth will provide an additional resource while they pursue their postsecondary and/or training goals that will eventually lead to long-term stable employment and potential self-sufficiency.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

Proteus' current and previous youth programs have primarily provided services for underserved youth, providing them with employment training, counseling, mentoring, gang intervention/mediation, and teenage pregnancy prevention. Proteus, Inc. administers youth programs that include Substance Abuse Prevention Programs funded through the Health and Human Services Agency that provides information, resources, and referrals relating to mental health. In addition, Proteus, Inc. provides Title I-B Youth In-and-Out of School programs funded through various Local Workforce Development Boards and youth employment and training programs funded by the Department of Labor's National Farmworker Jobs Program. Furthermore, Proteus, Inc. operates and creates special programs such as those referenced that include Summer Night Lights funded through the Tulare County Health and Human Services Agency and the previous and current Successful Readers Book Program, Employment and Safety Net Resources, and London Youth Art Program funded via United Way of Tulare County. The years of experience working with underserved at-risk youth from rural impoverished communities gives us particular strength in addressing the needs of the youth population.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

This proposed program is designed to provide services in the form of scholarships to City of Visalia/Visalia Unified School District youth. Many of these youth customers experience socioeconomic disparities and are some of the most economically disadvantaged due to barriers that include families with high unemployment rates, poverty, limited education, limited English proficiency, and lack of transportation. Our overall goals for low-income youth programs are to minimize dropout rates in school, reduce the attachment to gangs through engagement in alternative activities, and providing them with employment and training services/opportunities.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

Proteus is not seeking seed funding to start a new program or activity. Proteus is requesting Non-Profit Grant Program funding to provide a one-time scholarship to City of Visalia/Visalia Unified School District youth to assist with costs/fees associated with their post-secondary education and/or training. This additional economic support will assist youth with additional support to continue to attend and complete their educational and/or training goals that can lead to a career or stable employment.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

N/A.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Proteus would still be able to provide scholarships to City of Visalia/Visalia Unified School District area youth on a smaller scale should the proposed scholarship program be partially funded. The total amount of scholarships for youth as well as the monetary amount per scholarship would be reduced depending on funding available. Proteus, Inc. fundraises via different methods throughout the year that include an annual golf tournament as well as raffles during our annual event and other internal functions in order to increase additional unrestricted resources to provide services and scholarships to low-income youth. Dependent on funding raised or available at the time of scholarship applications would determine scholarship program outcomes.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6,000	P
Donations	$6,358.39	S
Fundraising Events	$1,630.00	S
County Funding (include grant names)	N/A	N/A
State Funding (include grant names)	N/A	N/A
Private Foundations (include Foundation names)	N/A	N/A
Program Fees	N/A	N/A
Other:	N/A	N/A
Total Program Revenue:	$13,988.39	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
City of Visalia/VUSD Youth Scholarships	$6,000	$7,988.39
Total Program Expenses:	$13,988.39	

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Riding for a Reason
Specific Program or Service for which funding is requested: Continuing program
Agency mailing address: 2046 E Goshen Ave
City: Visalia State: CA Zip Code: 93292
Phone: 559.380 5633 E-Mail: Riding4aReason.info@yahoo.com
Contact name & title: Kimberley Burk - Founder/Administrator

Certification: I am authorized to sign this grant application on behalf of Riding for a Reason *(Grantee agency)*, as specified in the attached Board Resolution. Riding for a Reason *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Riding for a Reason *(Grantee agency)* agrees to comply with such conditions.

Name: Kimberley Burk *Title:* Administrator
Signature: Kimberly ABurk *Date:* 9/9/25

1. Amount requested in this application: $ 6,500.00
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☒ an ongoing program or activity
   - ☐ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Riding for a Reason helps families who have a member who is receiving treatment for a major illness. When children are ill, parents miss work and can't afford to pay for transport to treatments, hotels near hospitals, auto repairs. These funds will be used to help them. 15 families with youth ages 6-18 were helped last year

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Provide transportation, housing and food funding to help families traveling to obtain medical treatment	
Activities	**How will activities be measured?**
Transportation Fuel Repairs Housing Hotels Home Food While traveling For family at home while patient is traveling	Activities will be measured by how much is spent to help families with immediate needs and how many families are helped. Needs met will be listed as they occur.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☐ July through June

   ☑ Other: June through May

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ 0	$ 6,500
Number of Visalia Youth Served	60	100 +

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.
   It is the mission of Riding for a Reason to help families affected by a major illness to obtain resources necessary to focus on treatment of the disease.
8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.
   We provide funding for families to travel to medical treatment, obtain auto repairs, buy food during trips to hospitals outside the area, etc
9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).
   Our program helps families who have a member of the family with a serious illness. We meet their needs by providing funding to help, but also services like auto repair, rides to appointments, etc.
10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.
    N/A

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).
    None

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?
    Yes, we would be able to provide less assistance to families with a very real need.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	6,500.00	P
Donations	1500.00	P
Fundraising Events	17,000.00	P
County Funding (include grant names)	0	
State Funding (include grant names)	0	
Private Foundations (include Foundation names)	0	
Program Fees	0	
Other:		
Total Program Revenue:	25,000.00	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	0	0
Employee Benefits	0	0
Payroll Taxes	0	0
Mileage	0	0
Supplies	KAB 2000.00	2000.00
Printing and Copying	0 500.00	500.00
Office Expenses/Rent	0	0
Utilities	0	0
All Other Expenses related to the proposed program (list by category)	0	0
	KAB 0	
Total Program Expenses:	2500.00	2,500.00

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: South Valley Water Polo Club DBA: South Valley Aquatics (SOVA)

Specific Program or Service for which funding is requested: Youth Aquatics

Agency mailing address: 820 N Willis Street

City: Visalia State: CA Zip Code: 93291

Phone: 559-786-4453 Email: myenigues@gmail.com

Contact name & title: Michael Yenigues, Director

Certification: I am authorized to sign this grant application on behalf of **South Valley Aquatics** *(Grantee agency)*, as specified in the attached Board Resolution. **South Valley Aquatics** *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and **South Valley Aquatics** *(Grantee agency)* agrees to comply with such conditions.

Name: Michael Yenigues *Title:* Director

Signature: _____ *Date:* 9/29/2025

1. Amount requested in this application: $6,500.00
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☒ an ongoing program or activity
   - ☐ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

We intend to continue our learn to swim and water polo clinics for ages 5 years old to 18. We have added Youth Diving to our aquatics program and we intend to offer diving clinics to interest local youth in becoming competitive divers. Our target is to reach a minimum of 120 local youth to engage in our free aqautics clinics and maintain operational capacity to support youth who choose to continue pursuing aquatics activities.

text here

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Our planned outcome is to gain clinic participation for at least 120 local youth ages 5 to 18 in learn-to-swim, water polo and/or diving with the intent to convert these youth participants to engage in ongoing aquatics participation.	
Activities	**How will activities be measured?**
Free Clinics: Learn-to-swim Water Polo / Splash Ball DDiving	AAttendance

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Ongoing participation in aquatics activities	
Activities	**How will activities be measured?**
Club Swim Club Water Polo Club Dive Splash Ball	Attendees from clinics will be tracked to see who pursues ongoing participation in aquatics activities. Interested clinic attendees who qualify will be offered scholarships that are funded by SOVA independent of COV Non-Profit Program Fund Grant

5. Please indicate the type of fiscal year used by your agency:

   ☑ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ 6,500.00	$ 6,500.00
Number of Visalia Youth Served	108	85

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   NA

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    NA

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    NA

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    Partial funding decreases our ability to rent facilities for, and provide staff for clinics, It also decreases our ability to promote and communicate to potential local youth participants. Partial funding decreases our ability to plan and host clinics.

Program Budget

PROGRAM INCOME/REVENUE SOURCE (All operations)	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6,500.00	P
Donations		
Fundraising Events	$5,000.00	
County Funding (include grant names)		
State Funding (include grant names)	0	
Private Foundations (include Foundation names)	0	
Program Fees	$70,000.00	P
Other:		
Program contracts	$60,000.00	P
Total Program Revenue:	$141,000.00	P

PROGRAM EXPENSES (Grant clinics only)	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	$1,200.00	$1,200.00
Employee Benefits		
Payroll Taxes		
Mileage		
Supplies	$1,000.00	$500.00
Printing and Copying		
Office Expenses/Rent		
Utilities		
All Other Expenses related to the proposed program (list by category)		
Pool Rental	$3,600.00	
Insurance Riders		$1,200.00
Marketing/Communications	$500.00	
Total Program Expenses:	$6.500.00	$2,700.00

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Tulare County Child Abuse Prevention Council

Specific Program or Service for which funding is requested: Child Abuse Prevention Kick-Off

Agency mailing address: P.O. Box 1062

City: Visalia State: CA Zip Code: 93279

Phone: 559-735-0456 E-Mail: beth@tularecountycapc.org

Contact name & title: Beth Wilshire, Executive Director

Certification: I am authorized to sign this grant application on behalf of Tc Child Abuse Prevention Council *(Grantee agency)*, as specified in the attached Board Resolution. Tc CAPC *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Tc CAPC *(Grantee agency)* agrees to comply with such conditions.

Name: Beth Wilshire *Title:* Executive Director

Signature: Beth Wilshire *Date:* 9/29/25

1. Amount requested in this application: $6,500

2. The funding requested is for (select one):

   ☐ a new program or activity to be started during program year 2025

   ☑ an ongoing program or activity

   ☑ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

The Tulare County Child Abuse Prevention Council seeks $6,500 to support the 2026 Child Abuse Prevention Month Kick-Off: Play with a Purpose event. Funding will provide free indoor soccer Camp at the 1852 for approximately 30–50 Visalia youth, ages 6–18, along with mentorship from trusted community leaders and college athletes. This program creates a safe, structured environment that promotes resilience, positive role models, and family engagement.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Visalia youth will have access to safe, structured recreational opportunities that build resilience, foster mentorship, and reduce exposure to unhealthy behaviors.	
Activities	**How will activities be measured?**
Provide free indoor soccer skills training, mentorship from college athletes and community leaders, and structured matches at the 1852 Soccer City facility.	Track attendance of 30–50 youth ages 6–18; collect pre-registration and post-event surveys measuring youth confidence, teamwork, and sense of safety; gather mentorship feedback or the outcomes.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☑ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ N/A	$ 6,500
Number of Visalia Youth Served	N/A	30-50

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   The mission of the Tulare County Child Abuse Prevention Council (CAPC) is to prevent child abuse and neglect through education, awareness, and community partnerships that strengthen families and protect children.
   This program directly aligns with CAPC's mission by providing protective experiences for Visalia youth, reducing risk factors such as exposure to violence, lack of supervision, and limited access to positive role models.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   For more than 30 years, CAPC has organized impactful, prevention-focused programs and events that engage Visalia youth and families. These include *The Lisa Project* immersive exhibit for high school students, the *March on Main* community event (now re-envisioned as the Tulare County Child Abuse Prevention Kick-Off: *Play with a Purpose*), and multiple Child Abuse Prevention Month awareness activities. Each effort is designed to bring youth and families together in safe, positive spaces while raising awareness about prevention and strengthening community connections. CAPC partners closely with Visalia schools, community mentors, and local leaders to ensure programs are accessible, trauma-informed, and responsive to the unique needs of youth and families in Visalia.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   The Tulare County Child Abuse Prevention Kick-Off Event: *Play with a Purpose* Soccer Camp will serve youth ages 6–18 from across Visalia, with a special focus on children from underserved schools and neighborhoods in North Visalia, such as Highland and Houston Elementary. Many of these youth face barriers to participating in safe, structured recreation due to financial hardship, limited extracurricular options, or neighborhood risk factors. By offering a free, one-day Soccer Camp, the event ensures that all children, especially those in underserved communities, have the opportunity to play, build skills, and connect with trusted mentors in a safe and supportive environment.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

Families have limited access to affordable or free structured sports and safe recreational opportunities. For many children, participating in an organized camp is out of reach due to cost or transportation barriers. The Tulare County Child Abuse Prevention Kick-Off Event: *Play with a Purpose* Soccer Camp addresses that gap by removing financial obstacles and creating a safe space where youth can build skills, connect with mentors, and families can access child abuse prevention resources—all in one day.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

N/A

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Yes, the program would still operate, but with reduced scale. A smaller award would mean fewer youths being served and reduced purchases of gear needed. Mentorship and free play opportunities would remain a priority.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	6,500	Pending
Donations	500	Pending
Fundraising Events	1,000	Pending
County Funding (include grant names)		
State Funding (include grant names)		
Private Foundations (include Foundation names)		
Program Fees		
Other:		
Total Program Revenue:	8,000	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries		
Employee Benefits		
Payroll Taxes		
Mileage		
Supplies	1,500.00	500.00
Printing and Copying	500.00	
Office Expenses/Rent		
Utilities		
All Other Expenses related to the proposed program (list by category)		
1852 Youth Scholarship	4,400.00	
Total Program Expenses:	6500.00	500.00

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Tulare County Association of REALTORS® Chairitable Foundation

Specific Program or Service for which funding is requested: Back to School Support Program

Agency mailing address: 2424 E. Valley Oaks Dr.

City: Visalia State: California Zip Code: 93292

Phone: 559-627-1776 E-Mail: teresa@tularecountyrealtors.com

Contact name & title: Teresa Morales - Membership Director

Certification: I am authorized to sign this grant application on behalf of Tulare County Association of REALTORS® Chairitable Foudnation *(Grantee agency)*, as specified in the attached Board Resolution. Tulare County Association of REALTORS® Chairitable Foudnation *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Tulare County Association of REALTORS® Chairitable Foudnation *(Grantee agency)* agrees to comply with such conditions.

Name: Teresa Morales *Title:* Membership Director

Signature: Teresa M Morales *Date:* 09/29/2025

1. Amount requested in this application: $ 6,500.00
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☒ an ongoing program or activity
   - ☐ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

TCAOR charitable foundation will use the funds to support youth by providing back-to-school essentials such as shoes, backpacks, and vital learning resources. These supplies will help ensure that students are prepared, confident, and equipped to succeed in the classroom. By reducing financial barriers, the program promotes equal opportunities for all youth to thrive academically.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Youth will start the school year prepared and confident with the supplies they need to succeed academically.	
Activities	**How will activities be measured?**
Distribute new shoes, backpacks, and school resources during a back-to-school event; provide families with information on additional community support services; and create an engaging, supportive environment that encourages excitement for the upcoming school year.	The activities will be measured by tracking the number of youth who receive shoes, backpacks, and resources, as well as collecting feedback from families on the impact of the support.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   [x] January through December

   [ ] July through June

   [ ] Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ N/A	$ 6,500
Number of Visalia Youth Served	200	200

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   Mission Statement
   "The Tulare County Association of Realtors Charitable Foundation is dedicated to strengthening our community through compassion, service, and collaboration. We provide assistance to individuals and families in need, award scholarships to empower local youth, and partner with nonprofits to support meaningful fundraising efforts that create lasting impact across Tulare County."

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   In previous years, the program has successfully provided hundreds of local youth with backpacks, shoes, socks and school supplies, ensuring they were prepared for the new school year. Families also benefited from free dental screenings, haircuts, and access to valuable community resources, creating a well-rounded support system. These efforts not only met immediate needs but also fostered confidence and excitement for students returning to school.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   The program serves youth and families in Visalia who face financial barriers to accessing school essentials. By providing shoes, backpacks, supplies, and supportive services, it helps students feel prepared, confident, and ready to succeed in school.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    With the struggling economy, our resources have been limited, reducing the number of children we can serve. Additional funds would allow us to reach more youth, expand the support we provide, and create a greater positive impact on the community.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    Limited funds on hand prevent us from helping more children with back to school supplies.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    Yes, the program would still operate if only partially funded, but with a reduced scope. A smaller award would limit the number of children served and the amount of supplies and services we could provide, slightly diminishing the overall impact on the community. Even with partial funding, however, we would continue to ensure that participating youth receive essential support to start the school year prepared.

Authentisign ID: C59B8E25-2D9E-F011-8E61-002248330C80

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6,500	
Donations	$0	
Fundraising Events	$0	
County Funding (include grant names)	$0	
State Funding (include grant names)	$0	
Private Foundations (include Foundation names)	$0	
Program Fees	$0	
Other:	$0	
Total Program Revenue:		

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	$0	$0
Employee Benefits	$0	$0
Payroll Taxes	$0	$0
Mileage	$0	$0
Supplies	~~$0~~ $100	$0
Printing and Copying	~~$0~~ $100	$0
Office Expenses/Rent	$0	$0
Utilities	$0	$0
All Other Expenses related to the proposed program (list by category)	$0	$0
Shoes	$4,000	
Backpacks	$1,500	
School Supplies	$800	
Total Program Expenses:	~~$0~~ $6,500	$0

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Tulare-Kings Resources for Life

Specific Program or Service for which funding is requested: Educational

Agency mailing address: PO Box 3531

City: Visalia State: CA Zip Code: 93277

Phone: 559-732-5000 E-Mail: director@tkrl.org

Contact name & title: Ann Marie Paden, Executive Director

Certification: I am authorized to sign this grant application on behalf of *Tulare-Kings Resources for Life (Grantee agency)*, as specified in the attached Board Resolution. *Tulare-Kings Resources for Life (Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and *Tulare-Kings Resources for Life*

Name: Ann Marie Paden *Title: Executive Director*

Signature: _____ *Date: 09/30/2025*

1. Amount requested in this application: $75,000
2. The funding requested is for (select one):

   ☒ a new program or activity to be started during program year 2025

   ☐ an ongoing program or activity

   ☐ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Life(360)! is a Virtual Reality program that will allow students, 2-12 grades, to be IN THE WOMB to watch a baby develop from conception. This high-tech experience is supplemental curriculum and TKRL will take this to public and private schools to share this curriculum/ VR Experience to the students of the central valley. The cost for the programming is $1,000,000. Any grant money will help toward this endeavor.

4. Provide at least one (1) planned **outcome,** the associated plannealley. d **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Education: A school requests a presentation from Tulare-Kings Resources for Life. (Presentations are age appropriate with curriculum from Pre-school through high school age students)	
Activities	**How will activities be measured?**
A medical professional with a curriculum enters the classroom, with a 30–40-minute presentation. Once completed, students are issued a Apple Pro Headset with the Virtual reality program to watch the baby develop in the womb, through all 9 months.	TKRL keeps records of the number of classrooms that have requested presentations. The number of students who can utilize VR Technology will be logged for our records.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ N/A	$6,500
Number of Visalia Youth Served	N/A	4000+

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.TKRL empowers people through Educaton programs and tangible resources that reveal the value of human life from conception to natural death. We further the cause by restoring the true science of lie, imparting those facts professionally and compassionately. We ignite people to effectively be a voice in the community, and a force the mobilizes individuals to defend the sanctity of Life. The VR Technology will be utilized our Education Programs benefiting students across the Central Valley.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth. TKRL has been offering presentations locally for over 35 years. Inthe last two years we have an increased presence in the local and private school sector. We have entered 9 different classrooms in the last year.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).
   All students can utilize the knowledge of fetal development, and this VR Technology will be the conclusion of every presentation and classroom curriculum.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.N/A

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits). **N/A**

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds		P
Donations	$250,000	S
Fundraising Events	$300,000	P
County Funding (include grant names)	N/A	
State Funding (include grant names)	N/A	
Private Foundations (include Foundation names)	N/A	
Program Fees	N/A	
Other:		
Total Program Revenue:	$550,000	P

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Total Program Expenses:		

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Unity Transitional Housing

Specific Program or Service for which funding is requested: children's necessities & activities

Agency mailing address: 3200 S. Fairway St., Suite A

City: Visalia State: CA Zip Code: 93277

Phone: 559-809-4409 E-Mail: mbunitythp@gmail.com

Contact name & title: Mary Beth Irons, Administrator/Program Manager

Certification: I am authorized to sign this grant application on behalf of *_Unity Transitional Housing_ (Grantee agency)*, as specified in the attached Board Resolution. *_Unity Transitional Housing (Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and *Unity Transitional Housing(Grantee agency)* agrees to comply with such conditions.

Name: Mary Beth Irons *Title: Administrator/Program Manager*

Signature: *Date: 9/23/2025*

1. Amount requested in this application: $6,500
2. The funding requested is for (select one):

   ☐ a new program or activity to be started during program year 2025

   X an ongoing program or activity

   ☐ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

We currently have 5 participants,who are Visalia youth, in our program who are parents to children. We would use this money to provide for the children (cribs, toddler beds, car seats, strollers, clothing, diapers, medication)
We will also provide fees for sports or community activities as well as educational field trips and extracurricular activities that will help the children improve their social skills and offer them the opportunity to have positive experiences that they wouldn't otherwise be able to experience.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Provide necessities, transportation to appointments, enrollment in sports/community classes and extracurricular activities to the children in our care/program.	
Activities	**How will activities be measured?**
Provide necessities for children in our program. (beds, carseats, strollers, clothing, medication, diapers, etc) *Provide transportation to appointments (Family Healthcare Network, Visalia) Ensure that children are receiving the proper dental, vision, medical care (as well as mental health if needed)* *Enroll children in sports/community classes through the City of Visalia.* *Field trips for children (TCOE Planetarium, Vossler Farms pumpkin patch, ImagineU Children's Museum, outdoor movie nights)* *Assistance with birthday parties (Mooneys Grove, Adventure Park, ImagineU Children's Museum, Build a Bear)*	*Participants in our program meet with their assigned life coach, at a minimum of two times per month. The life coach tracks each participant's progress with contact logs maintained in each participant's file. Participants are also required to meet with their assigned UnitySocial Worker once a month. The Social Workers also track their progress through contact logs which are also maintained in the participant's file.*

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   X January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$N/A	$ $6,500.00
Number of Visalia Youth Served	5 - 8	6 - 9

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.
   Unity's mission is to provide safe housing, supportive services, and life skills training to ease the transition from dependency to self-sufficiency and prepare them for adulthood. Our "proposed" program is something that we are already practicing. We are on a mission to help Visalia youth "break the cycle" of abuse, neglect, homelessness, drug/alcohol abuse that all of our participants have experienced.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth. *Although Unity is a newly formed transitional housing program, my colleague, Noe Lara, and myself have over 20 years experience in working with Visalia youth. We have maintained contact with 90 % of the youth that we have worked with in our program, as a part of our "after care", and we are happy to report that a significant amount (80%) of these youth have experienced great success in their lives, securing stable jobs and permanent housing.*

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population). *The participants in our program come from the foster care system or probation. All of the youth have experienced at least one of the following: homelessness, disabilities, teen pregnancy, substance/alcohol abuse, gang involvement, and being part of the juvenile justice system. We are working diligently with our youth, to break these patterns and cycles.*

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    N/A (no requesting seed funding)

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).
    None (please note: Unity got licensed 2/21/24 & we began taking placements on 3/18/24. 2025 will be our first entire year, and our financial statement/audit will be due by June 2026.)

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes? *A partially funded grant would not affect our program outcome. We have already been providing these services to our youth, and we will continue to do so. We have a good amount of money built up in our savings. We also plan to pursue more donations and fundraising in 2026.*

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6,500.00	P
Donations	$1,000.00	P
Fundraising Events	$1,000.00	P
County Funding (include grant names)	0	N/A
State Funding (include grant names) AFDC funding	$ 815,000.00	S
Private Foundations (include Foundation names)	0	N/A
Program Fees	0	N/A
Other:		
Total Program Revenue:	$823,500.00	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Payroll	$ 2,000.00	$180.500.00
Rent		$180,000.00
Client food	$ 350.00	$ 58,000.00
Client allowance		$ 45,600.00
Client utilities		$ 35,000.00
Client household items & furnishings	$ 1,650.00	$ 35,000.00

Employee benefits		$ 32,000.00
Insurance (liability, workers comp, D & O)		$ 15,500.00
Vehicles expense (staff gas, vehicle maintenance)		$ 11,000.00
Client transportation (gas, AAA cards, DMV fees)		$ 6,800.00
Client repairs & maintenance		$ 4,000.00
Client activities	$ 2,500.00	$ 2,500.00
Office supplies		$ 1,600.00
Client clothing		$ 1,500.00
Client medication / first aid		$ 1,000.00
Office supplies		
Total Program Expenses:	$ 6,500.00	$ 610,000.00

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: Visalia Little League Youth Baseball Inc

Specific Program or Service for which funding is requested: Youth Sports

Agency mailing address: 4125 W Noble Ave Num 103

City: Visalia State: CA Zip Code: 93277

Phone: (559) 455-3023 E-Mail: allensuggsvll@gmail.com

Contact name & title: Allen Suggs - President

Certification: I am authorized to sign this grant application on behalf of Visalia Little League *(Grantee agency)*, as specified in the attached Board Resolution. Visalia Little League *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and Visalia Little League *(Grantee agency)* agrees to comply with such conditions.

Name: Allen Suggs *Title:* President

Signature: Allen Suggs *Date:* 09-29-2025

1. Amount requested in this application: $ 6,500
2. The funding requested is for (select one):
   - ☐ a new program or activity to be started during program year 2025
   - ☐ an ongoing program or activity
   - ☒ scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

If granted the $6,500 we would have the ability to find 20 Childsen that would otherwise be unable to play baseball. $242 Per Child would Purchase the necessary equipment and $83 would go towards discounted registration fees.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Have more children join us playing baseball that couldn't before due to household financial situations. Get children in our data center so we can prepare for following years to help.	
Activities	**How will activities be measured?**
Team practices 2-3 days per week including 2 games at the CR Shannon Sports Complex. We will measure success by watching the games. We see the children develop skills over the season, like better hand-eye corrdination. The children also make life long friends and make lasting memories.	Every year we help as many children as we can, the most lighthearted kids to watch are the ones that have never played before get their first hit or catch their first popfly. The smiles and joy on their faces imminates through the spectators, I would say measure the success would be the player understanding the sport and how to work as a team and individual success would be their first hit.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☒ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ N/A	$ 6,500
Number of Visalia Youth Served	5330	400+

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6500.00	P
Donations	$6,547	P
Fundraising Events	$15,328	P
County Funding (include grant names)	N/A	
State Funding (include grant names)	N/A	
Private Foundations (include Foundation names)	N/A	
Program Fees	$175 Per Person	S
Other:		
T-Mobile call up grant	$150 per player	P
(This is available to low income participants		
nationwide until funding runs out)		
Total Program Revenue:		

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	∅	∅
Employee Benefits	N/A	N/A
Payroll Taxes	N/A	N/A
Mileage	N/A	N/A
Supplies	$4840.	
Printing and Copying	N/A	
Office Expenses/Rent	N/A	
Utilities	N/A	
All Other Expenses related to the proposed program (list by category)		
Discounted Registration for 20 Children	$1,660	
it will make their fees go to $92 and		
Visalia Little League will sponsor the remaining.		
Total Program Expenses:	$6,500	

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: VISALIA YOUTH ATHLETICS DBA GOSHEN BEARS YOUTH FOOTBALL

Specific Program or Service for which funding is requested: YOUTH SPORTS

Agency mailing address: 6234 W ELOWIN AVE

City: VISALIA State: CA Zip Code: 93291

Phone: 559-656-4540 E-Mail: BEARSGOSHEN@GMAIL.COM

Contact name & title: MARTIN CERVANTES / PRESIDENT

Certification: I am authorized to sign this grant application on behalf of *VISALIA YOUTH ATHLETICS(Grantee agency)*, as specified in the attached Board Resolution. _VISALIA YOUTH ATHLETICS___*(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and __VISALIA YOUTH ATHLETICS_*(Grantee agency)* agrees to comply with such conditions.

Name: _MARTIN CERVANTES_____ *Title:* __PRESIDENT_____

Signature: _____ *Date:* 9/30/25

1. Amount requested in this application: $ 6,500

2. The funding requested is for (select one):

   ☐ a new program or activity to be started during program year 2025

   ☐ an ongoing program or activity

   ☒ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

Our mission is to support and uplift underserved and at-risk youth in the City of Visalia by removing financial barriers to participation in organized sports. This funding will directly assist with registration fees for over 80 local athletes, ensuring they have access to structured mentorship, team culture, and positive outlets that promote discipline, resilience, and community pride.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Provide financial scholarships to at least 80 troubled youth ages 8–14 in the City of Visalia, removing cost barriers to participation in organized sports and fostering discipline, mentorship, and community engagement.	
Activities	**How will activities be measured?**
Award 80 scholarships ranging from $50 to $100 per athlete, based on age division and gear needs, using a total fund of $6,500. Facilitate team-building workshops and mentorship sessions focused on accountability, leadership, and personal growth.	Maintain a scholarship distribution log with athlete names, ages, award amounts, and registration status. Track attendance, engagement, and behavioral progress through coach evaluations and parent feedback.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Equip Goshen Bears athletes ages 8–14 with age-appropriate training equipment to improve skill development, conditioning, and injury prevention. This investment will enhance practice quality, support coach-led development, and ensure equitable access to safe, effective training tools for Visalia youth	
Activities	**How will activities be measured?**
• Purchase and deploy training equipment Acquire essential gear such as agility ladders, tackling dummies, cones, resistance bands, and blocking pads tailored to each age division and sport-specific need. • Integrate equipment into weekly practices and clinics	• Inventory tracking Maintain a log of equipment purchased, assigned to teams, and condition status (new, in use, retired). • Usage documentation Coaches will submit monthly reports noting equipment used, frequency, and observed athlete progress. • Skill development metrics

Coaches will use equipment in structured drills focused on speed, coordination, strength, and technique. • Train coaching staff on safe and effective equipment use Conduct brief onboarding sessions to ensure consistent, safe deployment across all teams.	Track improvements in agility, strength, and technique through coach evaluations and periodic skill assessments.

5. Please indicate the type of fiscal year used by your agency:

   ☒ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	$N/A	$6500
Number of Visalia Youth Served	N/A	MIN 80

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   Visalia Youth Athletics and SLYF exist to provide safe, structured sports opportunities that build discipline, teamwork, and personal growth—especially for troubled youth. This program directly supports our mission by using $6,500 in scholarships to help at least 80 Visalia youth ages 8–14 access organized football, mentorship, and a positive team environment. Activities include identifying eligible youth, distributing scholarships, and tracking engagement through attendance, coach feedback, and parent surveys.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

   The Goshen Bears have built a legacy of transforming Visalia youth into disciplined, high-performing athletes both on and off the field. As a community rooted program, we've consistently provided structured, supervised, and inclusive athletic opportunities for local youth, many of whom go on to thrive in high school sports and academics. Our approach blends mentorship, skill development, and team culture, creating an environment where young athletes build confidence, resilience, and leadership.
   Over the years, we've seen firsthand how participation in the Goshen Bears program shapes character and sets a foundation for future success. Former players have become standout high school athletes, honor roll students, and role models in their communities. Our commitment to safety, fairness, and transparent communication with families has earned us a spotless record with the City of Visalia and strong trust among parents and educators. The Goshen Bears aren't just a youth football team, they're a launchpad for lifelong growth.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   The Goshen Bears program serves at-risk youth in Visalia, including those exposed to gang involvement, unstable home environments, and limited access to positive mentorship. We've seen firsthand how the program changes lives by replacing harmful surroundings with a team-centered, family-oriented culture. Through consistent structure, accountability, and peer support, young athletes build trust, discipline, and a sense of belonging—often for the first time. Several participants have entered the program while navigating gang pressures or behavioral challenges, and have emerged as focused, respectful teammates who thrive in high school sports and academics. The Goshen Bears offer more than football—they offer a safe, supervised space where youth are surrounded by role models, clear expectations, and a community that believes in their potential.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    N/A

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    As a newly established non-profit, the Visalia Youth Athletics DBA Goshen Bears have not experienced any financial or budgetary problems, deficits, or debt. Our operations are carefully planned and executed with full transparency, community support, and fiscal discipline. We utilize QuickBooks to manage our finances, ensuring accurate tracking, reporting, and accountability across all expenditures. While we are in the early stages of growth, we remain committed to maintaining a strong financial foundation as we expand services for Visalia youth.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

Yes, the Goshen Bears program will continue to operate effectively even if the desired grant amount is only partially funded. We are committed to serving Visalia youth and have built a flexible, resource-conscious model that prioritizes safety, supervision, and impact. A partial award would require us to scale back certain enhancements such as equipment/gear upgrades but the core program would remain intact. We would adjust timelines, seek additional community support, and reallocate resources to ensure that youth still receive structured, team-based mentorship and athletic development. While full funding would accelerate growth and deepen impact, a partial award would still allow us to deliver meaningful outcomes and maintain our commitment to transparency, supervision, and long-term youth success.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6500	
Donations	$0	
Fundraising Events	$15000	
County Funding (include grant names)	$0	
State Funding (include grant names)	$0	
Private Foundations (include Foundation names)	$0	
Program Fees	$17000	
Other: Concessions	$10000	
Total Program Revenue:	$48,500	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Uniforms and apparel	$25000	
Facility use	$10000	
Equipment	$10000	
Concession Food	$3000	
Total Program Expenses:	$48000	

Submit completed applications and required attachments to:
Ruth.Pena@visalia.city

Deadline – September 30, 2025, 12:00 PM

Visalia Non-Profit Program Fund Application

Agency name: WFO Foundation

Specific Program or Service for which funding is requested: Youth Leadership & Empowerment Program

Agency mailing address: 1327 S Rio Linda Ct

City: Visalia State: CA Zip Code: 93292

Phone: (559) 334-7921 E-Mail: foundationwfo@gmail.com

Contact name & title: Sosa Wences - Executive Director

Certification: I am authorized to sign this grant application on behalf of WFO Foundation *(Grantee agency)*, as specified in the attached Board Resolution. WFO Foundation *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and WFO Foundation *(Grantee agency)* agrees to comply with such conditions.

Name: Sosa Wences *Title:* Executive Director

Signature: _____ *Date:* 09/29/25

1. Amount requested in this application: $ $6,500
2. The funding requested is for (select one):
   - [X] a new program or activity to be started during program year 2025
   - [ ] an ongoing program or activity
   - [ ] scholarships
3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

The WFO Foundation will use Visalia's Non-Profit Program Fund to launch the Youth Leadership & Empowerment Program, serving 75-100 youth (aged 12-18) with school supply kits and identity building resources such as string/tote bags, notebooks, and t-shirts. The program will feature leadership workshops focused on confidence, decision-making, and community pride, with occasional guests from groups like UFW, CNA, CRLA, and local arts organizations. Together, these resources and connections will give youth both practical support and exposure to real-world leaders who reflect their communities and future possibilities.

4. Provide at least one (1) planned **outcome,** the associated planned **activities,** and how you will **measure** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
At least 75-100 Visalia youth will gain increased confidence and leadership skills through access to resources and empowerment workshops.	
Activities	**How will activities be measured?**
WFO will distribute school supply kits and identity building items (string/tote bags, notebooks, shirts) to 75-100 youth, and host at least 3 leadership workshops featuring community mentors and occasional guest speakers from groups such as UFW, CNA, CRLA, and local arts organizations.	Success will be measured by distribution logs for supplies, attendance records at workshops, number of guest presenters engaged, and post-program surveys where at least 70% of participants report improved confidence in making positive life choices and awareness of local resources.

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☒ January through December

   ☐ July through June

   ☐ Other: _____

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	Proposed PY 2026**
Non-Profit Program Funding	$ N/A	$ 6,500
Number of Visalia Youth Served	N/A	75-100

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

The mission of the WFO Foundation (With You, For You, Of You) is to uplift Central Valley Families through aid, empowerment, and community partnerships. The Youth Leadership & Empowerment Program fulfills this mission by giving Visalia youth resources, mentorship, and leadership skills to thrive.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

The WFO Foundation is a new nonprofit with deep community roots in Visalia. While this is our first formal youth program, our leadership has lived experience with the same challenges faced by local youth and has begun outreach at community events such as the Visalia Summer Festival. Through partnerships with groups like UFW, CRLA, etc., WFO is well positioned to launch this pilot program to serve 75-100 Visalia youth.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

This program will serve 75-100 Visalia youth ages 12-18 from low-income and immigrant families. Many face barriers such as housing insecurity, exposure to gang activity, and limited access to positive mentorship. WFO will address these needs by providing school supply kits, identity-building resources, and leadership workshops that build confidence, highlight healthy alternatives, and connect youth directly with community role models.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

As a newly established nonprofit, the WFO Foundation is building its first structured youth program in Visalia. Seed funding is needed to cover essential startup costs such as supplies, workshop materials, and outreach so we can launch the program in 2026. This initial support will allow WFO to demonstrate impact, strengthen partnerships, and lay groundwork for expanding services to more Visalia youth in future years.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

As a newly established nonprofit, WFO Foundation does not carry any debts or financial liabilities. Our current challenge is limited startup funding, which is why this seed support is critical to launch our first youth program. With funding from Visalia, we are confident in our ability to deliver services to 75-100 youth.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

If only a partial funding is awarded, WFO Foundation will adjust the program by serving fewer youth or scaling down the number of workshops. For example, $3000 in funding would allow us to serve up to 50 youth with supply kits and hold 1-2 workshops instead of three. Even at a reduced scale, the program would still provide meaningful resources and leadership development opportunities

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$6500	P
Donations	$0	
Fundraising Events	$0	
County Funding (include grant names)	N/A	
State Funding (include grant names)	N/A	
Private Foundations (include Foundation names)	$0	
Program Fees	N/A	
Other:	$0	
Total Program Revenue:		

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries	$0	$0
Employee Benefits	$0	$0
Payroll Taxes	$0	$0
Mileage	$75	$0
Supplies	$2,375	$0
Printing and Copying	$400	$0
Office Expenses/Rent	$0	$0
Utilities	$0	$0
All Other Expenses related to the proposed program (list by category)	$3,650 (snacks for event insurance, guest stipends	$0
	misc.)	
Total Program Expenses:		

Visalia Non-Profit Program Fund Application

Agency name: YoungLives of Tulare County

Specific Program or Service for which funding is requested: Teenage Parenting Lunch Club, Mentor Connection and Family Focused Activities

Agency mailing address: P.O. Box 7433

City: Visalia State: CA Zip Code: 93290

Phone: 559-786-1006 E-Mail: amandavanderstoel@gmail.com

Contact name & title: Amanda Vanderstoel, Area Director

Certification: *I am authorized to sign this grant application on behalf of* YoungLives of Tulare County *(Grantee agency)*, as specified in the attached Board Resolution. YoungLives of Tulare County *(Grantee agency)* acknowledges that among the conditions placed on the grant by the City of Visalia are the following: (1) no funds received from the City of Visalia Non-Profit Program Fund will be used for any religious purpose, and (2) the program supported will be available to any person regardless of religion, race, ethnicity, or sexual orientation, and YoungLives of Tulare County *(Grantee agency)* agrees to comply with such conditions.

Name: Amanda Vanderstoel *Title:* Area Director

Signature: Amanda Vanderstoel *Date:* 9/24/2025

1. Amount requested in this application: $ 6,500

2. The funding requested is for (select one):

   ☐ a new program or activity to be started during program year 2025

   ☒ an ongoing program or activity

   ☐ scholarships

3. In 2-3 sentences, briefly describe the specific intended use of the Visalia Non-Profit Program Fund grant requested by the agency. *Include age and number of Visalia youth to be served.*

   Funds from the grant will be used to sustain a teen parent focused lunch club parenting education program which is a non-religious activity that meets at three Visalia Unified High Schools. Included in this program will be community resource awareness, parent-child activities, mentorship, and group support. Approximately 40 students will be served in the Visalia Unified School District with ages ranging from 14 to 18 years of age.

4. *Provide at least one (1) planned* ***outcome,*** *the associated planned* ***activities,*** *and how you will* ***measure*** success. *If requesting funds for scholarships, provide the number and dollar amount/range of each scholarship.* Outcomes must be specific to **this application**. Please note that these outcomes as well as the number of Visalia youth served through this grant must be tracked and reported semi-annually.

Program Outcome:	
Adolescent parents feel isolated and tend to withdraw as the challenges with a new child can be overwhelming. The Lunch Club brings them together with adult leaders who offer resources, support, community and hope, focusing on their lives, education, and parenting skills.	
Activities	**How will activities be measured?**
Parenting Education	Gather Participant Feedback Each Semester
Participation Incentives	Sign in Roster
Parent-Child Activities	Sign in Roster
Teen Parent Activities	Sign in Roster
Mentor and Teen Parent Meetings	Mentor Report Log

Complete additional tables if you have more than one planned outcome specific to this grant.

Program Outcome:	
Activities	**How will activities be measured?**

5. Please indicate the type of fiscal year used by your agency:

   ☐ January through December

   ☐ July through June

   ☒ Other: October 1, 2025 through September 30, 2026

6. Please complete the following table to show previous and planned funding and number of youth served specific to the City of Visalia's Non-Profit Program grant.

	Past performance PY 2025*	**Proposed PY 2026****
Non-Profit Program Funding	$6,500	$6,500
Number of Visalia Youth Served	38	40

**Enter "N/A" if your agency did not have a Non-Profit Program grant from the City of Visalia in PY 2025.*
***Proposed column must be completed by all applicants.*

7. Provide your agency's mission or purpose statement. Include how your proposed program relates to your agency's mission or purpose.

   Young Life's mission statement: Introducing adolescents to Jesus Christ and help them grow in their faith.

   Young Life's vision statement: Together, we are compelled to model the way of Jesus in the lives of young people, to develop as leaders, to inspire others and to go as a diverse community on mission – resulting in more adolescents known by name and for who they truly are, in more kids knowing Jesus and in young people knowing their Kingdom purpose.

   Young*Lives* will seek to provide adult mentors for adolescent parents. Mentors will build trusting relationships with the young parents that they would feel known and supported. Volunteers will provide education and activities promoting healthy parenting and relationship skills. Every young parent will find confidence to fulfill their purpose as parent resulting in positive mental and emotional outcomes for both parent and child.

8. Briefly describe your agency's previous experience and success in providing youth services specifically for Visalia youth.

YoungLives Tulare County has been providing mentors for teenage mothers, and including the fathers of their children, since 1991. In that time, hundreds of young parents developed lifelong friendships with their mentors. A survey completed by YoungLives moms indicated that their involvement increased their desire for educational attainment and college aspirations, connection with a supportive community, a sense of hope, meaning, and purpose.

Anecdotal evidence in Tulare County has shown that young fathers who participate in gatherings with their leaders and peers were more engaged with their children. These young fathers have remained in the lives of their children regardless of their relational status with the mother.

9. If your proposed program is designed to serve a specific population, please describe the population and how the proposed program addresses their unique needs (e.g., those involved in the juvenile justice system, gang involvement, teen pregnancy, individuals with disabilities, homeless youth, substance/alcohol abuse, or other population).

   This program will serve teenage parents at three Visalia Unified High Schools. Statistically, a high percentage come from under-resourced homes, are gang associated, or at risk of gang involvement. Parenting education emphasizes to teen parents the impact of their choices on the success of their children. The desire to be good parents is almost universal which enables us to reach this demographic. Currently, there is limited access to parenting education and healthy adult mentorship for teenage parents. Education and developing strong social connections will foster healthy family relationships, reduce the potential for child abuse, and increase parental confidence.

10. If requesting seed funding to start a new program or activity, please describe the need or gap you propose to address and how the proposed program will meet this need/gap.

    The lunch club program is not a new program.

11. Describe any agency financial or budgetary problems or debt within the last 5 years (including annual budget deficits).

    Young Life/YoungLives Tulare County has not had any financial or budget deficits.

12. Will the program have sufficient resources to operate if the desired grant amount is only partially funded? How would a partially funded award affect your program outcomes?

    Funds will be requested from other sources if the grant is not received. In the event funding is not provided by other grants, business or individual contributions, activities will be reduced, but the lunch club program will remain intact.

Program Budget

PROGRAM INCOME/REVENUE SOURCE	Projected Program Funding for 2026	Status of program funds committed S = Secured P = Pending
Visalia Non-Profit Program Funds	$ 6,500	P
Donations	$ 43,318	S
Fundraising Events		
County Funding (Step Up Grant)	$ 2,500	P
State Funding (include grant names)		
Private Foundations (include Foundation names)		
Program Fees		
Other:		
Total Program Revenue:	$ 52,318	

PROGRAM EXPENSES	Amount to be charged to this grant	Amount to be charged to other sources
Salaries		$ 35,464
Employee Benefits		$ 2,381
Payroll Taxes		$ 3,095
Mileage		
Supplies		$ 520
Printing and Copying		
Office Expenses/Rent		
Utilities		
All Other Expenses related to the proposed program (list by category)		
Food for Lunch Club at Three High Schools	$ 3,000	
Parent-Child Event - Imagine U Children's Museum	$ 280	
Parent-Child Event - Visalia Adventure Park		$ 2,000
Teen Parent Bowling Event	$ 535	
Teen Parent Rawhide Baseball Game	$ 685	
Teen Parent Prom	$ 2,000	
Service Center Fees		$ 2,358
Total Program Expenses:	$ 6,500	$ 45,818

Visalia City Council

Staff Report

File #: 25-0605 **Agenda Date:** 1/20/2026 **Agenda #:** 4.

Agenda Item Wording:
Fire Department grant application confirmation - Confirm authorization for staff to apply for the fiscal year 2026 State Homeland Security Grant Program (SHSGP) for the replacement purchase of standardized rescue personal protective equipment and life-safety rescue rope, in the amount of $18,225; authorize staff to accept the grant and appropriate funds if awarded.

Prepared by: Fire Chief Dan Griswold, 713-4220 dan.griswold@visalia.gov; Battalion Chief Karl Krauss, 713-4544 karl.krauss@visalia.gov; Crissy Balderama, Senior Administrative Analyst 713-4513 crissy.balderama@visalia.gov

Department Recommendation: Staff recommends City Council confirm authorization for personnel to apply for the 2026 State Homeland Security Grant Program (SHSGP) for the purchase of standardized rescue personal protective equipment and life-safety rescue rope in the amount of $18,225. Staff also recommends Council authorize staff to accept the grant and appropriate funds if awarded.

Summary: Fire Administration recommends applying for the SHSGP to replace current rescue equipment and personal protective equipment (PPE) that is currently past the recommended service life or that is expected to meet the service life by the time of the grant award. New PPE recommended is long sleeve shirts recommended by the National Fire Protection Agency (NFPA) for technical rescue operations.

Background Discussion:
As part of the department's all-hazard responsibility, the Visalia Fire Department has trained personnel and the necessary equipment to respond to the technical rescue needs of the community and surrounding area. Technical rescue potential in Visalia includes, but is not limited to, entrapments and entanglements at industrial, construction, and agricultural sites and operations. Other rescue potential includes trench and confined space rescue, machinery extrication, and entrapments and entanglements at the large structures of the industrial park during construction and during normal operations.

During the last several years, the Fire Department has experienced personnel turnover yielding the opportunity, and the priority, to train and equip personnel in technical rescue. Rescue team members are equipped with a rescue helmet, rope gloves, utility gloves, a rescue belt, goggles, a headlamp, a long-sleeve shirt, and a gear bag. If approved and accepted, this grant opportunity would equip 16 personnel with the appropriate, current PPE. Fire Administration is also recommending using this grant opportunity to replace current rescue life-safety ropes are expected to meet their life expectancy within the funding period of the grant.

Fire Administration's plan is to properly train and equip newer members to serve on the department's rescue team. These personnel are, in part, assigned to Truck 51 which is the fire apparatus that

carries the current rescue equipment. Rebuilding the roster of properly trained personnel will enhance safety and efficiency when these high risk, low frequency incidents occur in the City of Visalia and the surrounding area. Increasing the number of qualified and competent technical rescue team members for Visalia, and in the area, aligns with the HSGP's Investment Justification - *Enhance Multi-Jurisdictional/Inter-Jurisdictional All- Hazards/Whole Community Incident Planning, Response & Recovery Capabilities* and therefore qualifies for funding through this grant.

State Homeland Security Grant funding, if awarded, would reduce the financial impact to the City's General Fund while allowing the Fire Department to strengthen its technical rescue capabilities.

The history of the SHSGP is, following the terrorist attacks on the United States in 2001, the State of California and the U.S. Department of Homeland Security established grant programs to assist state and local agencies with emergency preparedness, response, and recovery activities. Since 2001, the Tulare County Office of Emergency Services has served as the intermediary recipient of these funds, disbursing allocations to cities and local agencies based on regional needs.

Fiscal Impact: If approved, staff requests authorization to appropriate $18,225 from the General Fund for the purchase of the rescue personal protective equipment and life-safety rescue rope. If awarded, these funds will be reimbursed through the State Homeland Security Grant Program administered by the Tulare County Office of Emergency Services.

Prior Council Action: N/A

Other: N/A

Alternatives: Deny the request to apply for the 2026 State Homeland Security Grant Program and consider this project during a future capital improvement program budget.

Recommended Motion (and Alternative Motions if expected):
I move to confirm authorization for personnel to apply for the 2026 State Homeland Security Grant Program for the purchase of rescue personal protective equipment and life-safety rescue rope in the amount of $18,225; and authorize staff to accept the grant and appropriate $18,225 from the General Fund if awarded.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: Fiscal year 2025 State Homeland Security Grant Program Notice of Funding Opportunity.

The Department of Homeland Security (DHS)

Notice of Funding Opportunity (NOFO)

Fiscal Year 2025 Homeland Security Grant Program

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603 and TTY 1 (844) 889-4357.

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1. Basic Information

A. Agency Name	U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)
B. NOFO Title	Fiscal Year 2025 Homeland Security Grant Program (HSGP) • State Homeland Security Grant Program (SHSP) • Urban Area Security Initiative (UASI) • Operation Stonegarden (OPSG)
C. Announcement Type	Initial
D. Funding Opportunity Number	DHS-25-GPD-067-00-98
E. Assistance Listing Number	97.067
F. Expected Total Funding	$1,008,000,000 See Appendix A for the FY 2025 HSGP funding target allocation tables.
G. Anticipated Number of Awards	56 awards
H. Expected Award Range	SHSP: $997,200 - $61,229,940 UASI: $3,086,934 - $92,180,364 OSGP: $0 or $200,000 - $33,708,000
I. Projected Application Start Date	07/28/2025 4:00 p.m. Eastern Time (ET)
J. Projected Application End Date	08/15/2025 05:00 p.m. Eastern Time (ET)
K. Anticipated Funding Selection Date	No later than 08/23/2025
L. Anticipated Award Date	No later than 09/30/2025
M. Projected Period of Performance Start Date	09/01/2025
N. Projected Period of Performance End Date	08/31/2028
O. Executive Summary	HSGP strengthens the nation's capacity to prevent, prepare for, protect against, and respond to acts of terrorism and other catastrophic events through the following three components:

	• SHSP: Supports the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets. • UASI: Focuses on high-risk Urban Area efforts to address their unique security needs. • OPSG: Enhances cooperation and coordination among state, local, tribal, territorial, and federal law enforcement agencies to jointly enhance security along the United States land and water borders.
P. Agency Contact	**a. *Program Office Contact*** FEMA has assigned Preparedness Officers to each state for the HSGP. If you are unsure who your Preparedness Officer is, please contact FEMA Grants News by phone at (800) 368-6498 or by email at fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET. **b. *FEMA Grants News*** This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News Team is reachable at fema-grants-news@fema.dhs.gov. OR (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET. **c. *Grant Programs Directorate's (GPD) Award Administration Division*** GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov. **d. *FEMA Regional Offices*** FEMA Regional Offices also may provide fiscal support, including pre- and post-award administration and technical assistance. FEMA Regional Office contact information is available at https://www.fema.gov/fema-regional-contacts. **e. *Civil Rights*** Consistent with Executive Order 14173, Ending Illegal Discrimination & Restoring Merit-Based Opportunity, the FEMA Office of Civil Rights is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at FEMA-CivilRightsOffice@fema.dhs.gov. **f. *Environmental Planning and Historic Preservation*** The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the

	EHP review process to FEMA programs and recipients and subrecipients. Send any inquiries regarding compliance for FEMA grant projects under this NOFO to FEMA-OEHP-NOFOQuestions@fema.dhs.gov. **h. *FEMA GO*** For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov. or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET. **i. *FEMA Preparedness Toolkit*** The FEMA Preparedness Toolkit (PrepToolkit) provides access to tools and resources needed to implement the National Preparedness System and provide a collaborative space for communities completing the Unified Reporting Tool (URT). Recipients complete and submit their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR), and other required assessments using the PrepToolkit. For assistance, contact support@preptoolkit.fema.dhs.gov. **j. *Preparedness Grants Manual*** Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual at Preparedness Grants Manual.

2. Eligibility

A. Eligible Entities/Entity Types	Only the following entities or entity types are eligible to apply. **a. *Applicants*** 1. Eligible Applicants The State Administrative Agency (SAA) is the only entity eligible to submit HSGP applications to DHS/FEMA. HSGP funds are provided to SAAs, which manage and distribute the funds within their respective states or territories. SAAs issue subawards to local governments and other eligible organizations, ensuring that resources reach areas that need them to enhance security and disaster response. For this funding opportunity, the term "state" includes all U.S. states, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands. Tribal governments are not eligible to apply directly for HSGP funding but may receive funding through their state's SAA.

b. ***Subapplicants***
SAAs distribute HSGP funds through subawards to other state, local, or tribal organizations. These organizations, called subrecipients, use the funds to improve local and regional security efforts.

1. Subrecipient Eligibility

Under HSGP, FEMA provides funds to each state's SAA. The SAA distributes these funds to other state or local organizations, such as city agencies or county departments. These distributed funds are called subawards, and the organizations receiving them are referred to as subrecipients.

- SHSP: All U.S. states and territories listed above are eligible. Tribal governments must work through their state's SAA.
- UASI: FEMA identifies high-risk urban areas based on terrorism risk. SAAs distribute subawards to these designated urban areas. See Appendix 11.B. for the complete list.
- OPSG: Eligible subrecipients include county-level or equivalent governments and federally recognized tribal governments in states bordering Canada or Mexico, or those with international water borders. Applicants must have active U.S. Border Patrol operations coordinated with a U.S. Customs and Border Protection sector office to qualify. OPSG subrecipients are divided into three tiers based on their location:
    - Tier 1 includes counties or tribal governments directly on the land borders with Canada and Mexico, or those located directly on physical borders with Canada, Mexico, or along international water borders.
    - Tier 2 includes counties or tribal governments next to Tier 1 locations.
    - Tier 3 includes counties or tribal governments next to Tier 2 locations.

    The tier structure is only applicable with regard to eligibility. OPSG funding target allocations are based on the assessed border security risks as determined by the U.S. Border Patrol.

2. Reducing Subapplicant Burden

For FY 2025, each SAA is strongly encouraged to re-evaluate its process for collecting and evaluating subaward applications. FEMA encourages each SAA to minimize the type and quantity of information that it collects as part of the subaward application process, in order to decrease the overall financial and time burden associated

	with applying for subawards under this grant program. Each SAA should review its subaward application and reduce or eliminate the request for any information that is not needed for legal, financial, or oversight purposes. **c.** ***All Recipients - Compliance with Federal Immigration Laws*** An immigration term and condition may be material to the Department of Homeland Security's decision to make this grant award, and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition. No final agency determination has been made as of the date of this publication. For more details on eligibility requirements or restrictions to subawards/subrecipients, please see the Preparedness Grants Manual.
B. Project Type Eligibility	**a.** ***Unallowable Project Types*** See Section 3.F "Program-Specific Unallowable Costs" and 7.A.b "Ineligible Projects" for more information on unallowable project types. **b.** ***Allowable Project Types*** Allowable costs for SHSP, UASI, and OPSG generally fall into five main categories: planning, organization, equipment, training, and exercises (POETE). All projects funded under SHSP and UASI must demonstrate a clear connection to building capabilities that prevent, prepare for, protect against, or respond to acts of terrorism. Please see Appendix 12.B: Allowable Costs for more information on allowable costs. If there are questions about specific experiences, contact your FEMA Preparedness Officer.
C. Requirements for Personnel, Partners, and Other Parties	An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1. ***A current employee, official, or leader*** of the recipient organization; and 2. ***Authorized to apply*** for the award on behalf of the entity at the time of submission. Additionally, the **Authorized Organization Representative (AOR)** must: 1. Be a current authorized employee, official, or leader of the recipient organization.

	2. Use a unique email address associated with the recipient organization at the time of application and upon any change in assignment during the period of performance. Consultants or contractors are not permitted to serve as the AOR of the recipient organization. For more information on the roles and responsibilities of the AOR, refer to FEMA's guidance on Roles and Permissions. Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statutes, policies, and procedures including "staff American, stay in America" and security requirements. Subapplicants/subrecipients must submit short bios and resumes. This should include the type of entity, organizational leadership, and board members along with both the names and addresses of the individuals. Resumes are subject to approval.
D. Maximum Number of Applications	The maximum number of applications that can be submitted is: 1. One per SAA
E. Additional Restrictions	Applicants/subapplicants or recipients/subrecipients are required to certify their compliance with federal statutes, DHS directives, policies, and procedures. Under HSGP, there are specific funding guidelines / requirements for allocating funds: **a.** ***Pass-Through Requirements*** SAAs are required to pass-through at least 80% of SHSP and UASI funding to local or tribal governments. For detailed information on pass-through requirements, please refer to Section 8, "Award Notices," in the NOFO and consult the "Pass-Through Requirements" section within the Preparedness Grants Manual. **b.** ***National Priority Areas (NPAs) Minimum Spend Requirements*** Requires that SHSP and UASI recipients allocate at least 30% of their funds between the five NPAs. The five NPAs, along with the relevant minimum spend percentage, are: • Enhancing the Protection of Soft Targets/Crowded Places: No minimum spend. • Supporting Homeland Security Task Forces and Fusion Centers: No minimum spend. • Enhancing Cybersecurity: No minimum spend.

	• Enhancing Election Security: At least 3% of the total SHSP and UASI target allocation must be dedicated to this area. • Supporting Border Crisis Response and Enforcement: At least 10% of the total SHSP and UASI target allocation must be dedicated to this area. **c.** ***Law Enforcement Terrorism Prevention Activities (LETPA)*** 1. **Legal Requirement**: Per section 2006 of the *Homeland Security Act of 2002*(codified as amended at 6 U.S.C. § 607(a)) DHS/FEMA is required to ensure that at least 25% of grant funding under HSGP is used for LETPA. 2. **FY 2025 Update:** DHS/FEMA has maintained this requirement at the FY 2024 level, mandating at least 35% HSGP funds are used for LETPA. 3. **Recipient Obligations:** The requirement can be fulfilled by funding projects across any of the five NPAs or other investments that meet the LETPA criteria. **Additional Guidance:** Information Bulletin (IB) 485 includes the most up-to-date information on project selection considerations and allowable activities for LETPA investments and compliments IB 473. Both IBs are applicable to the FY 2025 HSGP NOFO. For comprehensive LETPA requirements, refer to the Law Enforcement Terrorism Prevention Activities Resource Guide. For more information on funding restrictions, refer to General Funding Requirements.
F. References for Eligibility Factors within the NOFO	Please see the following references provided below: 1. "Responsiveness Review Criteria" subsection 2. "Financial Integrity Criteria" subsection 3. "Supplemental Financial Integrity Criteria and Review" subsection 4. FEMA may/will request financial information such as Employer Identification Number (EIN) and bank information as part of the potential award selection. This will apply to everyone prospered, including subrecipients.
G. Cost Sharing Requirement	There is no cost share requirement.
H. Cost Share Description, Type and Restrictions	Not applicable.
I. Cost Sharing Calculation Example	Not applicable.

J. Required information for verifying Cost Share	Not applicable.

3. Program Description

A. Background, Program Purpose, and Program History

Background

HSGP includes three key grant programs designed to enhance the capabilities of state, local, tribal, and territorial governments, as well as nonprofits, in preventing, protecting against, and responding to terrorist attacks. These programs are part of a comprehensive set of measures authorized by Congress and implemented by the Department of Homeland Security (DHS) to strengthen the nation's communities against potential terrorist threats.

In FY 2025, HSGP continues to include three key grant programs:

- SHSP: Supports the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets.
- UASI: Focuses on high-risk Urban Area efforts to address their unique security needs.
- OPSG: Enhances cooperation and coordination among state, local, tribal, territorial, and federal law enforcement agencies to jointly enhance security along the United States land and water borders.

These programs collectively aim to strengthen the nation's ability to prevent, prepare for, protect against, and respond to acts of terrorism and other threats.

Program Purpose and History

Since its inception in 2003, HSGP has significantly enhanced the nation's preparedness. HSGP addresses evolving threats such as cybersecurity vulnerabilities and the protection of soft targets and crowded places. It represents a comprehensive approach to national security, fostering collaboration across all levels of government and within communities to build a safer, more resilient nation. Through planning, training, equipment procurement, and exercises, the program ensures jurisdictions are prepared for a wide range of risks.

In recent years:

- Funding priorities have evolved to include cybersecurity, election security, and countering emerging national security threats.
- Key accomplishments include the development of interoperable communication systems, emergency response training, and investment in physical and cybersecurity measures.
- The program emphasizes strategic investments to address identified capability gaps, requiring alignment with Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR).

This support equips various jurisdictions with the necessary tools and resources to effectively manage and mitigate a wide range of threats and hazards, aligning with FEMA's goal of building a secure and resilient nation.

B. Goals and Objectives
As HSGP is comprised of three different grant programs, this section is divided into SHSP and UASI (together) and OPSG, each with its own focus and goals. SHSP and UASI aim to strengthen the ability of states and urban areas to prevent, prepare for, protect against, and respond to acts of terrorism and other hazards. OPSG, on the other hand, remains unique to border security, and focuses on improving cooperation between local, tribal, state, and federal law enforcement to secure America's international borders. These programs work together to build a secure and resilient nation, giving communities the tools and resources they need to handle various threats and emergencies effectively.

a. ***SHSP and UASI Goal***
The goal of SHSP is to **support statewide and state, local, tribal, and territorial (SLTT) governments** in building, enhancing, and sustaining the capabilities needed to prevent, prepare for, protect against, and respond to acts of terrorism. SHSP funding is intended to help SLTT agencies address capability gaps identified through the THIRA/SPR process, as well as prioritize resources toward high-impact security focus areas, known as NPAs.

The goal for the UASI program is to **enhance the security and resilience of high-risk urban areas** by building, sustaining, and improving capabilities to prevent, prepare for, protect against, and respond to acts of terrorism. This goal focuses on enabling urban areas to address identified security gaps, increase interagency coordination, and strengthen critical infrastructure protection to reduce vulnerabilities in locations facing heightened risks.

Together, SHSP and UASI under HSGP aim to build a cohesive and collaborative approach to homeland security by promoting national preparedness and resilience.

b. ***SHSP and UASI Objectives***
SHSP and UASI provides resources that support eligible SLTT governments in meeting the following objectives:

- Build and sustain core capabilities, including LETPA and the NPAs (see priorities below);
- Address capability gaps identified in their THIRA and SPR process; and
- Implement a comprehensive and coordinated approach to address enduring security needs of communities that includes planning, training and awareness campaigns, equipment and capital projects, and exercises.

c. ***SHSP and UASI Funding Priorities and Requirements***
HSGP establishes specific funding requirements to ensure resources are allocated effectively and address critical national priorities.

1. Law Enforcement Terrorism Prevention Activities (LETPA)

- Description: LETPA are initiatives funded through HSGP aimed at enhancing law enforcement's ability to prevent terrorist attacks. These activities focus on building and sustaining capabilities in areas such as intelligence analysis, information sharing, threat recognition, and terrorist interdiction.
- Allocation Requirement: At least 35% of each state/territory SHSP/UASI (where applicable) allocation must be allocated to LETPA activities.
- Flexibility: LETPA funds can come from SHSP, UASI, or both to meet this requirement.
- Project Alignment: LETPA funds can be applied to projects across the five NPAs or other investments that meet LETPA criteria.
- Additional Guidance: For detailed guidance on allowable LETPA expenditures and requirements, refer to FEMA's Preparedness Grants Manual and Information Bulletin 485 and Information Bulletin 497.

2. National Priority Areas (NPAs)

- Description: FY 2025 HSGP aligns with the Administration's priorities by directing resources toward the most urgent threats facing the Nation. Through the SHSP and UASI, HSGP supports the development and sustainment of core capabilities essential to achieving the National Preparedness Goal (NPG): "A secure and resilient Nation."

  To ensure strategic focus, DHS has identified five NPAs that reflect the evolving risk landscape and national policy objectives. These priorities serve as a framework for targeting investments that build capability, reduce risk, and promote cross-sector coordination.

The FY 2025 NPAs are:

- Enhancing the protection of soft targets and crowded places,
  - This includes faith-based organizations and election sites;
- Supporting Homeland Security Task Forces and fusion centers;
- Enhancing and integrating cybersecurity resiliency;
- Enhancing election security; and
- Supporting Border Crisis Response and Enforcement.
  - Example activities under border crisis response and enforcement support may include:
    1. Participation in the Department of Homeland Security/Immigration and Customs Enforcement 287(g) training program;
    2. Cooperation with Immigration and Customs Enforcement detainers; and
    3. Other jurisdictional responsibilities to support the enforcement of United State immigration law.

These NPAs are rooted in the core mission areas of the NPG—prevention, protection, mitigation, and response, and reflect a whole-of-government approach to homeland security. Applicants should use these priorities to guide planning, investment, and implementation to drive measurable outcomes and long-term resilience.

- Allocation Requirement:
  Recipients must allocate at least 30% of their SHSP and UASI funds to the five NPAs. Funds can be applied to projects across the five NPAs and can be used to meet LETPA criteria. By meticulously outlining how each investment and project meets LETPA and NPA requirements within the Investment Justifications (IJ), applicants can enhance the effectiveness and compliance of their funding proposals.

- Minimum Spend:
  - Enhancing Election Security requires at least 3% of total SHSP and UASI funds.
  - Supporting Border Crisis Response and Enforcement requires at least 10% of total SHSP and UASI funds.
  - The remaining 17% can be allocated across all NPAs.

Failure to meet NPA spending requirements will result in a hold on affected funds until compliance issues are resolved.

Priority Areas	Description	Minimum Allocation Requirement
Enhancing the Protection of Soft Targets/Crowded Places	Improving security at locations accessible to the public and vulnerable to attacks.	No minimum allocation
Supporting Homeland Security Task Forces and Fusion Centers	Promoting coordination of activities and critical information sharing and analysis to prevent and respond to threats.	No minimum allocation
Enhancing Cybersecurity	Strengthening the protection of computer systems and networks against cyber threats.	No minimum allocation
Enhancing Election Security	Ensuring the integrity and security of voting systems.	At least 3% of the total SHSP and UASI allocation must be dedicated to this area
Supporting Border Crisis Response and Enforcement	Supporting collaboration between state and local law enforcement and U.S. Immigration and Customs Enforcement (ICE) through the 287(g) program to identify and remove individuals who pose a threat to public safety and national security.	At least 10% of the total SHSP and UASI allocation must be dedicated to this area

States are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

- **NPA Investments: SHSP and UASI**
  - **Enhancing and Protection of Soft Targets/Crowded Places (no minimum percent)**

    Soft targets and crowded places, like parks, shopping centers, transportation hubs, and event venues, are increasingly appealing to terrorists because of their accessibility and the large gatherings. These areas often lack strict security measures, making them vulnerable. To address this, public and private sectors must collaborate to strengthen the security of locations such as transportation centers, restaurants, polling places, and similar facilities. Personnel responding to incidents at these sites should also be trained in key operational systems, such as the Incident Command System (ICS), to ensure effective on-scene incident management.

    In addition, the malicious use of unmanned aircraft systems (i.e., drones) poses safety and security risks to soft targets and crowded places. Detecting drones is an allowable use of funds under the HSGP in accordance with Executive Order 14305, *Restoring American Airspace Sovereignty*, which allows the purchase of unmanned aircraft systems (UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals, and FEMA Information Bulletin 530. Before purchasing and deploying these systems, as outlined in the Domestic Counter-UAS National Action Plan, recipients must:

    - **Consult FEMA and Legal Experts:** Work with FEMA's Preparedness Officer and legal experts to ensure your policies and procedures comply with federal and state laws regarding surveillance and communication.
    - **Develop Standard Operating Procedures (SOPs):** Establish clear guidelines to ensure operations are conducted in a manner consistent with First and Fourth Amendment protections, and other applicable provisions of federal law.
    - **Provide Training and Certification:** Ensure personnel operating UAS systems are properly trained and certified, in accordance with FEMA and Federal Aviation Administration standards.

    Applicants are encouraged to submit an investment related to protecting soft targets/crowded places. The proposed investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are encouraged to engage DHS' Protective Security Advisors for security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

    Additional Resources

    Further guidance and resources for securing soft targets and crowded places can be found through the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute of Standards and Technology. For comprehensive compliance and operational details, refer to FEMA's Preparedness Grants Manual and related program documents.

- **Supporting Homeland Security Task Forces and Fusion Centers (no minimum percent)**
  This priority supports the Administration's direction under Executive Order 14159, *Protecting the American People Against Invasion*, which calls for the establishment of Homeland Security Task Forces (HSTFs) nationwide. These multi-agency teams—composed of federal and local law enforcement partners—are tasked with disrupting and dismantling transnational criminal organizations, targeting cross-border human smuggling and trafficking networks (especially those involving children), and using all appropriate law enforcement tools to support lawful immigration enforcement.

  Activities under this NPA also enhance broader national efforts in:

  - Counterterrorism
  - Cybersecurity
  - Border security
  - Immigration enforcement
  - Transnational organized crime
  - Protection of economic and critical infrastructure

  Allowable Costs:

  Applicants may use grant funds for:

  - Establishing or enhancing multi-agency HSTFS, including operational coordination centers
  - Enhancing capabilities and integration with local fusion centers
  - Procurement of technology or equipment to support surveillance, communications, and data analysis
  - Development of standard operating procedures for information sharing, joint operations, and immigration enforcement coordination
  - Personnel training, credentialing, and certification to improve interoperability and mission alignment
  - Intelligence analysis, reporting, and suspicious activity monitoring
  - Exercises and simulations focused on joint operations, intelligence sharing, or interdiction/disruption of criminal or smuggling networks
  - Community engagement efforts to foster trust and encourage threat reporting

  Fusion Center Requirements: While there is no minimum spending requirement for this NPA, applicants must include at least one project in support of the state or territory's designated fusion center. Applicants must clearly justify how their project will enhance information sharing, collaboration, and a culture of national preparedness. DHS/FEMA will evaluate these investments based on their effectiveness and alignment with program objectives. Please see the Preparedness Grants Manual for more information on fusion center performance measures.

  Additional resources and information regarding collaboration and information sharing are also available through the Department's Office of Intelligence and Analysis.

- **Cybersecurity (no minimum percent)**
  In today's interconnected world, increased connectivity brings greater risks, including the potential for adversaries and terrorists to exploit cyber vulnerabilities and disrupt critical systems. While not mandatory, applicants are encouraged to submit proposals for ongoing or high-priority cybersecurity projects. DHS/FEMA will evaluate these investments based on their effectiveness.

  Cybersecurity investments should enhance the security and functioning of critical infrastructure and core capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

- **Election Security (3% minimum allocation)**
  In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Additionally, the Homeland Threat Assessment 2024 indicates that electoral processes remain an attractive target for many adversaries.

  Securing election infrastructure, ensuring its continued operation in the face of threats and harassment, advancing the safety of election officials, and protecting against foreign interference are national security priorities. Because threats to election systems are constantly evolving, defending these systems requires constant vigilance, innovation, and adaptation. By integrating the directives of Executive Order 14248, *Preserving and Protection the Integrity of American Elections*, into the Election Security NPA, HSGP recipients can ensure that their efforts contribute to a secure, transparent, and resilient electoral process, thereby reinforcing public trust and the integrity of democratic institutions.

  To address these priorities, each state and high-risk urban area must make at least one (1) investment that supports physical and/or cyber election security. Proposed investments must meet or exceed the FY 2025 national priority percentage for election security (minimum 3%) and will be evaluated by DHS/FEMA for effectiveness and alignment with program goals.

  To further strengthen election integrity, jurisdictions must:

  - Prioritize compliance with the Voluntary Voting System Guidelines (VVSG) 2.0 established by the U.S. Election Assistance Commission;
  - Complete testing through a Voting System Test Laboratory (VSTL) accredited by the Commission;[1]

[1] Exec. Order No. 14,248, Preserving and Protecting the Integrity of American Elections, 90 Fed. Reg. 14,005 (Mar. 25, 2025).

- Utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification Entitlements system for the verification of anyone working at a polling place in any capacity is a U.S. Citizen.

- Demonstrate proof of compliance before accessing the full HSGP award—3% of the award will be withheld from drawdown until compliance is confirmed.

Additional resources and information regarding election security are available through the Cybersecurity and Infrastructure Security Agency.

- **Supporting Border Crisis Response and Enforcement (10% minimum allocation)** State and local law enforcement agencies are essential partners in safeguarding national security and public safety. Pursuant to Executive Order 14159, *Protecting the American People Against Invasion*, it is the policy of the United States to enforce immigration laws against all inadmissible and removable aliens—particularly those who threaten the safety or security of the American people. This includes the efficient execution of these laws through lawful incentives and enhanced detention capabilities.

  This NPA supports efforts that align with this policy and promote cooperation between local and federal partners. Projects may include, but are not limited to:

  - Participation in the DHS/ICE 287(g) program, allowing trained local officers to support ICE with immigration enforcement;
  - Cooperation with ICE detainers and other jurisdictional responsibilities related to immigration enforcement; and
  - Supportive activities such as officer training, technology and information sharing, operational support, and community engagement.

  At least one (1) investment must support efforts under this NPA. Applicants must allocate at least 10% of total SHSP and UASI funds to this area. All investments will be reviewed by DHS/FEMA to ensure they are effective, lawful, and aligned with program goals. The SAA must coordinate with ICE on all projects and related matters. Additional guidance and information on the 287(g) program is available through the ICE 287(g) program website.

d. ***Other FY 2025 SHSP and UASI Funding Priorities***

There are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

- Effective planning;[2]

[2] Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

- Training and awareness campaigns;
- Equipment and capital projects; and
- Exercises.

The table below provides a breakdown of the FY 2025 SHSP and UASI priorities showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. More information on allowable investments can be found in Appendix 12.B and in the Preparedness Grants Manual.

DHS/FEMA expects that national priorities will continue to be included in future years, evolving as threats change and capability gaps are addressed. Applicants are strongly encouraged to start planning now to sustain existing capabilities using funding sources other than DHS preparedness grants.

Projects listed in the table below may be useful in preparing for disasters unrelated to terrorism, as long as they also support the primary goals of preventing, preparing for, protecting against, or responding to acts of terrorism.

Example Project Types

All priorities in this table concern the Safety and Security Lifelines.

Priority Areas	Core Capabilities	Example Project Types
National Priorities		

Enhancing the Protection of Soft Targets/ Crowded Places (Securing Public Gathering Locations)	• Operational coordination
	• Public information and warning
	• Intelligence and information sharing
	• Interdiction and disruption
	• Screening, search, and detection
	• Access control and identity verification
	• Physical protective measures
	• Risk management for protection programs and activities
		• Operational overtime. For more information on operational overtime, see Appendix 12.B of this NOFO.
		• Physical security enhancements
		  ○ Security cameras (closed-circuit television [CCTV])
		  ○ Security screening equipment for people and baggage
		  ○ Lighting
		  ○ Access controls
		  ○ Fencing, gates, barriers, etc.
		• UAS and detection technologies

Enhancing Cybersecurity	• Cybersecurity • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Screening, search, and detection • Access control and identity verification	• Cybersecurity risk assessments • Migrating online services to the ".gov" internet domain • Projects that address vulnerabilities identified in cybersecurity risk assessments ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology Cybersecurity Framework (Version 1.1)

Priority Areas	Core Capabilities	Example Project Types
	• Supply chain integrity and security • Risk management for protection programs and activities • Long-term vulnerability reduction • Situational assessment • Infrastructure systems • Operational communications	○ Adoption of cybersecurity performance goals (CISA's Cross-Sector Cybersecurity Performance Goals) • Cybersecurity training, planning, and exercises
Supporting Homeland Security Task Forces and Fusion Centers	• Intelligence and information sharing • Interdiction and disruption • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Establishing or enhancing multi-agency Homeland Security Task Forces (HSTFs), including operational coordination centers • Enhancing capabilities and integration with local fusion centers • Procurement of technology or equipment to support surveillance, communications, and data analysis • Development of standard operating procedures for information sharing, joint operations, and immigration enforcement coordination • Personnel training, credentialing, and certification to improve interoperability and mission alignment • Intelligence analysis, reporting, and suspicious activity monitoring • Exercises and simulations focused on joint operations, intelligence sharing, or interdiction/disruption of criminal or smuggling networks • Community engagement efforts to foster trust and encourage threat reporting • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS and other entities in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Intelligence analysis training, planning, and exercises • Coordinating the intake, triage, analysis, and reporting of tips/ leads and suspicious activity, to include coordination with the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)
Enhancing Election Security	• Cybersecurity • Intelligence and information sharing • Planning • Long-term vulnerability reduction • Situational assessment • Infrastructure systems	• Prioritize compliance with the VVSG 2.0 established by the U.S. Election Assistance Commission • Complete testing through a VSTL accredited by the U.S. Election Assistance Commission • Physical security planning and exercise support • Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc. • General election security navigator support

Priority Areas	Core Capabilities	Example Project Types
	• Operational coordination • Community resilience	• Cyber and general election security navigator support • Cybersecurity risk assessments, training, and planning • Projects that address vulnerabilities identified in cybersecurity risk assessments • Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection • Distributed Denial of Service protection • Migrating online services to the ".gov" internet domain • Online harassment and targeting prevention services • Public awareness/preparedness campaigns discussing election security and integrity measures • Long-term vulnerability reduction and community resilience
Supporting Border Crisis Response and Enforcement	• Community resilience • Operational coordination • Risk management for protection programs and activities	• Staffing support to expand 287(g) screening operations within correctional facilities • Operational overtime costs directly tied to 287(g) screening, processing, and enforcement activities • Training programs for state and local law enforcement officers in immigration law, civil rights protections, and 287(g) procedures • Development or enhancement of information-sharing platforms between ICE and local agencies • Procurement of screening, detection, and communications technology to support immigration enforcement activities • Establishing secure and dedicated communication networks with ICE Field Offices • Conducting joint training exercises with ICE and local law enforcement to test operational coordination • Support for facilities upgrades, such as creating dedicated interview rooms and secure processing spaces • Community engagement and public briefings to promote transparency and understanding of 287(g) operations and protections
Enduring Needs		

Planning	• Planning
	• Risk management for protection programs and activities
	• Risk and disaster resilience assessment
	• Threats and hazards identification
	• Operational coordination
	• Community resilience
		• Development of:
		  ○ Security Risk Management Plans
		  ○ Threat Mitigation Plans
		  ○ Continuity of Operations Plans
		  ○ Response Plans
		  ○ Vulnerability Assessments
		• Efforts to strengthen governance integration between/among regional partners
		• Joint training and planning with DHS officials and other entities designated by DHS
		• Cybersecurity training and planning

Priority Areas	Core Capabilities	Example Project Types
Training and Awareness	• Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience	• Active shooter training • Intelligence analyst training • SAR and terrorism indicators/behaviors training • Security training for employees • Public awareness/preparedness campaigns • Cybersecurity training and planning • Sharing and leveraging intelligence and information

Equipment and Capital Projects	• Long-term vulnerability reduction
	• Infrastructure systems
	• Operational communications
	• Interdiction and disruption
	• Screening, search and detection
	• Access control and identity verification
	• Physical protective measures
		• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments
		• Physical security enhancements
		  ○ Security cameras (CCTV)
		  ○ Security screening equipment for people and baggage
		  ○ Lighting
		  ○ Access Controls
		  ▪ Fencing, gates, barriers, etc.
		• Enhancing Weapons of Mass Destruction and/or improvised explosive device prevention, detection, and response capabilities
		  ○ Chemical/Biological/Radiological/ Nuclear/Explosive detection, prevention, and response equipment

Exercises	• Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience	• Response exercises, including exercise planning with community-based organizations

For FY 2025, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the NPAs with minimum spend requirements (i.e., Enhancing Election Security and Supporting Border Crisis Response and Enforcement). The investments must also account for at least the relevant minimum percentage of the applicant's SHSP and UASI target allocations. SAAs may submit complete project-level information at the time of application, including the NPA IJs, but are not required to do so. ***As a reminder, all SHSP and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism***. At the same time, these projects can also help improve preparedness for other types of disasters.

e. *Goals and Objectives for OPSG*

Operation Stonegarden (OPSG) supports enhanced cooperation and coordination among Customs and Border Protection (CBP)/United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to strengthen border security.

The programs objectives are to:

- Enhance collaboration and coordination among federal, state, local, tribal, and territorial law enforcement agencies to strengthen border security;

- Support joint efforts to secure borders, including land and water routes, and critical travel corridors; and
- Improve information and intelligence sharing to address border-related threats effectively.

f. *OPSG Funding Priorities*

FY 2025 Emphasis:

- Jurisdictions are encouraged to participate in the 287(g) program as part of their OPSG efforts when coordinated with and endorsed by USBP.
- Funding dedicated to support 287(g) activities under OPSG is encouraged but does not count toward the 10% minimum allocation required for the new "Supporting Border Crisis Response and Enforcement" National Priority Area (NPA) under SHSP and UASI.

The table below provides examples of project types.

FY 2025 OPSG - Example Project Types

Priority Areas	Core Capabilities	Example Project Types
National Priorities		
Supporting Border Crisis Response and Enforcement	• Community resilience • Operational coordination • Risk management for protection programs and activities	• Enhance collaboration and coordination among federal, state, local, tribal, and territorial law enforcement agencies to strengthen border security • Support joint efforts to secure borders, including land and water routes, and critical travel corridors • Improve information and intelligence sharing to address border-related threats effectively • Provide staffing support to expand 287(g) screening operations within correctional facilities • Operational overtime costs directly tied to 287(g) screening, processing, and enforcement activities • Training programs for state and local law enforcement officers in immigration law, civil rights protections, and 287(g) procedures

CBP/USBP, remains the lead federal entity in determining eligibility, setting operational priorities, and coordinating all OPSG activities. Any use of 287(g) as part of eligibility must be developed in close coordination with CBP and reflect USBP's operational assessments and strategic goals.

C. Program Rationale
The stated goals, objectives, and priorities of HSGP support Section 2002 of the *Homeland Security Act of 2002*, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 603).

D. Federal Assistance Type
Grant

E. Performance Measures and Targets

a. ***SHSP and UASI***

1. Number of recipients and stakeholders participating in SHSP and UASI.
2. Number of recipients and stakeholders addressing capability gaps identified through the THIRA/SPR process.
3. Number of gaps mitigated in core capabilities that have a target(s) rated as high priority.
4. Percentage change in year-over-year capability levels relating to targeted high priority capabilities identified through the THIRA/SPR process.

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

b. ***OPSG***

1. Number of OPSG-supported arrests for border-related offenses.
2. Number of OPSG-funded overtime hours contributed by subrecipients to support and strengthen the U.S. CBP's border security operations.
3. Number of SLTT law enforcement agencies participating in joint OPSG activities.

F. Program-Specific Unallowable Costs

a. ***Unallowable Costs for SHSP, UASI, and OPSG***

Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. Unauthorized exercise-related costs include:

- Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the training or exercise (e.g., electronic messaging sign).

HSGP funds may not be used to support the hiring of sworn public safety officers for purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities (6 USC 609(b)(1)(A)).

As directed by Section 2008(b)(2) of the *Homeland Security Act of 2002* (codified as amended at 6 USC 609(b)(2)), all personnel and personnel-related costs, including those of intelligence analysts and operational overtime, are allowed up to 50 percent of HSGP funding without time limitation placed on the period of time that such personnel can serve. FEMA may provide a waiver at the request of the recipient to allow personnel expenses to exceed 50 percent of the amount awarded.

Applicants should refer to IB 421b or contact their FEMA Headquarters (HQ) Preparedness Officer for guidance and clarification.

b. ***Unallowable Costs for OPSG Only***

OPSG funds may not be used for the following:

- Evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses;
- Staffing (other than overtime) and general information technology computing equipment and hardware, such as personal computers, faxes, copy machines, and modems;
- Hiring full-time or permanent sworn public safety officers;
- Supplanting of inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies;
- Construction and/or renovation costs; or
- Exercise expenses.

G. General Funding Requirements

Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, the Preparedness Grants Manual, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h).

Recipients may not use federal funds or any cost share funds for the following activities:

1. Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306).
2. Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450.
3. Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435).

1. Funds Transfer Restriction

Recipients are not allowed to move funds between programs (SHSP, UASI, and OPSG). While projects can be funded by multiple sources (e.g., SHSP and UASI), recipients cannot shift funds from one program to another.

H. Indirect Costs (Facilities and Administrative Costs)

Indirect costs are allowed for recipients and subrecipients.

Indirect costs (IDC) are costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to specific cost objectives without disproportionate effort. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement, but are required to develop an IDC rate proposal, must provide a copy of their proposal with their applications. Applicants without a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost

allocation plan in lieu of an IDC rate proposal must reach out to FEMA for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.

See the Preparedness Grants Manual for information on establishing indirect cost rates.

I. Management and Administration (M&A) Costs

M&A costs are allowed.

Recipients can use up to 5% of their HSGP funds for M&A purposes. *Full-Year Continuing Appropriations and Extensions Act, 2025*, Pub. L. No. 119-4, § 1101. Subrecipients may also use up to 5% of the funding passed through by the state specifically for M&A related to the HSGP award.

Recipients or subrecipients can apply M&A costs toward meeting the NPA spending requirements. For example, if a recipient spent $5,000 on administering election security projects, it could count toward the mandatory 3% allocation for the election security NPA.

The total M&A funds a state can retain are based on 5% of the combined total of its SHSP, UASI, and OPSG awards. However:

- States must ensure subrecipient awards meet the mandatory pass-through requirements before retaining M&A funds.
- Pass-through percentages are calculated based on the total HSGP award, before M&A deductions.

Under OPSG, subrecipients - including local law enforcement agencies referred to as "friendly forces" - can use up to 5% of their awarded funds for M&A expenses (*Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4, § 1101*); however, the total amount retained cannot exceed 5% of the subrecipient's subaward. Friendly forces are local law enforcement entities that are subordinate subrecipients under OPSG. In other words, friendly forces are entities that receive a subaward from a subrecipient under the OPSG program. Friendly forces must comply with all requirements of subrecipients under 2 C.F.R. Part 200. In retaining these funds, states may retain a maximum of 2.5% of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5% of the OPSG award.

Examples of applying this principle:

SAA 1:

- Total award: $6,000,000
- SHSP: $1,000,000 OPSG: $2,500,000 UASI: $2,500,000
- M&A Maximum: $300,000 (5% of $6,000,000)

- Maximum M&A for SHSP = $50,000
- Maximum M&A for OPSG = $125,000. Of that amount, $62,500 (2.5%) may be retained from the OPSG allocation, and the other $62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond $50,000 available to make the SHSP allocation.
- Maximum M&A for UASI = $125,000

SAA 2:

- Total award: $4,500,000
- SHSP: $3,500,000 OPSG: $1,000,000
- M&A Maximum: $225,000 (5% of $4,500,000)
- Maximum M&A for SHSP = $175,000
- Maximum M&A for OPSG = $50,000. Of that amount, $25,000 (2.5%) may be retained from the OPSG allocation, and the other $25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $175,000 available to manage the SHSP allocation.

M&A charged to OPSG, SHSP, or UASI funding must be used to support that particular program.

M&A are not overhead costs but are necessary direct costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports. See the Preparedness Grants Manual for information on M&A costs.

J. Pre-Award Costs

Pre-award costs are defined as costs incurred by the applicant prior to the start date of the period of performance of the federal award and are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval. For more information, please contact your assigned FEMA HQ Preparedness Officer.

K. Beneficiary Eligibility

This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary.

L. Participant Eligibility
This NOFO and any subsequent federal awards create no rights or causes of action for any participant.

M. Authorizing Authority

Section 2002 of the *Homeland Security Act of 2002*, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 603).

N. Appropriation Authority
Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4 § 1101.

O. Budget Period
There will be only a single budget period with the same start and end dates as the period of performance.

P. Prohibition on Covered Equipment or Services
See the Preparedness Grants Manual for information on prohibitions on expending funds on covered telecommunications and surveillance equipment and services.

4. Application Contents and Format

A. Pre-Application, Letter of Intent, and Whitepapers
Not allowable.

B. Application Content and Format
Not applicable.

C. Application Components

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at Forms | Grants.gov.

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
    - For construction under an award, submit SF-424C, Budget Information (Construction), in addition to or instead of SF-424A
- SF-424B, Standard Assurances (Non-Construction)
    - For construction under an award, submit SF-424D, Standard Assurances (Construction), in addition to or instead of SF-424B
- SF-LLL, Disclosure of Lobbying Activities

D. Program-Specific Required Documents and Information
Start by visiting Grants.gov and searching for the Homeland Security Grant Program posting. Once you find the posting, go to the **Related Documents** tab to download the necessary templates. Fill out these forms carefully, ensuring all information is accurate and clearly labeled. Save the completed forms as Adobe PDF files. Finally, log in to FEMA GO and upload the PDFs as part of your application.

The following program-specific forms or information are required to be submitted in FEMA GO:

SHSP
- FEMA GO – Web based Summary of Grant Request Details
- Senior Advisory Committee (SAC) Charter and Membership / Point of Contact List

UASI
- FEMA GO – Web based Summary of Grant Request Details
- Urban Area Working Group (UAWG) Charter and Membership / Point of Contact List

OPSG
Operations Orders – ***Post Award*** (See Section 9.K.d)

Applicable to All Programs (as appropriate)
- Detailed Budgets (web based)
- Pre-Award Costs
- Indirect Cost Agreement

For additional documents and post-award application requirements (e.g., SAFECOM letter and others), please refer to Section 9 Post-Award Requirements and Administration for guidance.

a. ***IJ Development: SHSP and UASI***

Each IJ begins with an overview that aligns the proposed investments with the applicant's homeland security strategy and the program's goals.

1. **Investments:** Applicants must propose a minimum of two and a maximum of twelve investments within the IJ. Each investment represents a strategic area of focus and should include:
   - **Investment Name:** A clear title that reflects the focus area.
   - **Description:** An explanation of how the investment supports planning, organization, equipment, training, and exercises.
   - **Alignment:** Identification of goals and objectives from the State or Urban Area Homeland Security Strategy that the investment supports.

2. **Projects:** Each investment contains one or more projects detailing specific activities. For each project, the IJ requires:
   - **Project Name and Description:** A concise title and summary of the project's purpose and activities.
   - **Subrecipient Information:** Details about any subrecipients involved, including their names and whether they are state or local entities.
   - **Location:** The primary location's zip code where the project will be implemented.
   - **Core Capability Supported:** The main capability the project aims to build or sustain.
   - **Shareability and Deployability:** Information on whether the project's activities can be shared with or deployed to other jurisdictions.

3. **Funding Details:** The IJ must specify the funding amount for each investment and project, ensuring alignment with program guidelines and the minimum spending thresholds for NPAs and LETPA.

4. **Capability Gaps and Outcomes:** Applicants should describe existing capability levels, identify gaps the investment intends to address, and outline the expected outcomes and improvements resulting from the proposed projects.

b. ***LETPA and NPA Requirements***
Applicants must ensure their IJs meet specific requirements for LETPA and the NPAs.

1. **LETPA**

- At least 35% of SHSP and UASI funds must go toward LETPA projects that prevent terrorism, such as law enforcement training or equipment.
- Eligible activities must have a clear nexus to law enforcement terrorism prevention, including equipment, training, exercises, and operational overtime directly related to preventing terrorism.
- Applicants should clearly identify which investments and projects contribute to the LETPA allocation within their IJs.
- It's allowable for an investment to simultaneously support LETPA and an NPA, provided it meets the criteria for both.
- Investments and projects meeting LETPA requirements must be clearly labeled in the IJ.

NPA:

- At least 30% of SHSP and UASI funds must go toward projects in five NPAs:
    - Protecting soft targets/crowded places;
    - Supporting Homeland Security Task Forces and Fusion Centers;
    - Enhancing cybersecurity;
    - Enhancing election security (requires at least 3%); and
    - Supporting Border Crisis Response and Enforcement (requires at least 10%).
- Among these, only "Enhancing election security" and “Supporting Border Crisis Response and Enforcement” have a specified minimum spend requirement of 3% and 10%, respectively. The remaining 17% can be flexibly allocated across the remaining NPAs.
- For NPAs with a minimum spend requirement (election security and border crisis response), related projects must be consolidated into a single, clearly labeled IJ.
- Other NPA projects may be combined into one or more IJs, but applicants must clearly identify which NPAs each project supports to ensure they count toward the 30% minimum allocation.

c. ***Fusion Center Project IJ Requirement***
For SHSP and UASI funded investments, each applicant must designate one project in support of the state or territory’s designated fusion center under the “*Supporting Homeland Security Task Forces and Fusion Centers*” priority area. Coordination with the fusion center is required when

developing the project prior to submission. Additional guidance on developing fusion center projects can be found below and in the Preparedness Grants Manual.

Note: applicants may also identify additional fusion center projects or projects in support of homeland security task forces under this priority area in addition to the required designated fusion center project.

Applicants must identify a fusion center project that includes:

- **Alignment with the Designated Fusion Center**: Clearly indicate which fusion center the project supports and that it's under the "*Supporting Homeland Security Task Forces and Fusion Centers*" priority area.
- **Project Description and Funding Details**: Provide a brief narrative describing the proposed activities and a detailed funding breakdown that directly supports the fusion center.

The narrative and financial itemization must align with fusion center improvement or sustainment needs, as outlined in the Fusion Center Performance Measures section of the Preparedness Grants Manual. Recipients can also refer to the Fusion Centers | Homeland Security website for more information.

d. ***What Happens if IJ Requirements Aren't Met?***

- If IJs don't meet the NPA and LETPA spending requirements, FEMA will place a hold on those impacted funds until the issues are resolved.
- Applicants can provide project details either during the application process or by including them in the Biannual Strategy Implementation Report (BSIR) due by January 30, 2026.

e. ***How to Succeed***

- Clearly explain how your projects meet LETPA and NPA goals, and which IJ includes the Fusion Center.
- Ensure investments and projects align with homeland security strategies and fill capability gaps.
- Maintain detailed records to support your application and help FEMA review it.

By following these steps, applicants can ensure their funding proposals are clear, meet program requirements, and align with homeland security priorities.

f. ***FEMA GO - Grant Request Details (Web-Based)***

When completing the Grant Request Details section in the FEMA GO Application, entities are strongly encouraged to provide complete details about their proposed projects. This includes project names, descriptions, and associated costs to ensure clarity and accuracy in funding requests.

However, applicants will not be penalized if they do not enter full details at this stage. They will have another opportunity to refine and expand upon this information when completing the Winter BSIR.

At a minimum, applicants must submit the IJ to demonstrate the projects they intend to fund. The IJ provides a high-level summary of proposed initiatives and aligns them with grant priorities.

For additional guidance on completing the Grant Request Details section, refer to the FEMA GO Application Process Guide or consult your HQ FEMA Preparedness Officer.

g. ***Senior Advisory Committee (SAC) Charter and Advisory List***
Recipients are required to establish a SAC and provide a copy of the SAC Charter with their application. The SAC Charter should include a detailed description of the committee's composition, governance processes, meeting frequency, decision-making procedures, and defined roles and responsibilities. All members of the SAC should sign and date the charter to indicate their agreement with its content and their representation on the committee. Recipients must include the information as an attachment in FEMA GO when submitting their application. SAA will use the URT to verify compliance with SAC charter requirements. For more information on SAC composition, scope, responsibilities, see the Preparedness Grants Manual.

h. ***National Incident Management System (NIMS) Implementation***
Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as the Incident Command System (ICS). The list of objectives used for progress and achievement reporting is on FEMA's website at https://www.fema.gov/emergency-managers/nims/implementation-training.

Please see the Preparedness Grants Manual for more information on NIMS.

i. ***Emergency Management Assistance Compact (EMAC) Membership***
In support of the National Preparedness Goal (the Goal), SHSP recipients must participate in the EMAC. Exceptions are made for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to join EMAC at this time.

All assets supported in part or entirely with FY 2025 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems, interoperable communications systems, and capabilities as defined under the Mitigation Mission Area of the Goal.

j. ***Urban Area Point of Contact***
An SAA must confirm a specific POC with the designated high-risk urban area. The SAA POC is responsible for identifying and coordinating with the POC for the Urban Area Working Group (UAWG). This information must be provided to FEMA with the grant application. SAAs must work with existing high-risk urban areas to ensure that information for current POCs is on file with FEMA. For more information on UAWG composition, scope, responsibilities, and charter, see the Preparedness Grants Manual.

k. ***Detailed Budget***
Applicants must complete the web-based budget summary within FEMA GO for all funds requested at the time of the application. For detailed guidance, refer to the FEMA GO Application Process Guide.

For a visual guide on entering sub-recipient management costs in FEMA GO, you may find the following tutorial helpful: How To Enter Sub-recipient Management Costs In FEMA-Go.

E. Post-Application Requirements for Successful Applicants

Not applicable.

5. Submission Requirements and Deadlines

A. Address to Request Application Package
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Steps Required to Apply For An Award Under This Program and Submit an Application:

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and EIN from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Per 2 C.F.R. § 25.110(a)(2)(iv), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible. Contact fema-grants-news@fema.dhs.gov and provide the details of the exigent circumstances.

How to Register to Apply:

General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Unique Entity Identifier (UEI) number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to SAM.gov.

Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account at: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only have to create a login.gov account once. For existing SAM users, use the same email address for both login.gov and SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying through FEMA GO. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to: Register with SAM

Note: per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see : FEMA GO Startup Guide.

Note: FEMA GO will support only the most recent major release of the following browsers:

Google Chrome;

Mozilla Firefox;

Apple Safari; and

Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

Submitting the Final Application:

Applicants will be prompted to submit the standard application information, and any program-specific information required. Standard Forms (SF) may be accessed in the Forms tab under the: SF-424 Family | Grants.gov.

Applicants should review these forms before applying to ensure they are providing all required information.

After submitting the final application, FEMA GO will provide either an error message, or an email to the submitting AOR confirming the transmission was successfully received.

B. Application Deadline
08/15/2025 05:00:00 PM Eastern Time

C. Pre-Application Requirements Deadline
Not applicable.

D. Post-Application Requirements Deadline
Not Applicable.

E. Effects of Missing the Deadline

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive via email the

official date/time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

Applicants experiencing system-related issues have until 3:00 PM ET on the date applications are due to notify FEMA. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

6. Intergovernmental Review

A. Requirement Description and State Single Point of Contact
An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372.

7. Application Review Information

A. Threshold Criteria

The SAA is the sole entity authorized to submit HSGP applications to FEMA on behalf of the state and subrecipients. This section highlights the specific criteria that determine ineligibility, ensuring applicants understand and adhere to the program's requirements.

a. ***Entities Ineligible for HSGP Funding***

- **Non-SAA Organization -** SAA are the only eligible applicants to submit HSGP applications to FEMA. This includes applications for SHSP, UASI, and OPSG.
- **Unaffiliated or Unauthorized Representatives -** Applications submitted by individuals who are not current employees, personnel, or authorized representatives of the applicant organization (e.g., consultants or contractors acting on behalf of an organization) will be deemed ineligible.
- **Organizations Not Registered in SAM.gov -** Applicants that fail to register and maintain an active profile in SAM.gov, or those without a UEI, are not eligible to receive funding.
- **Direct Applications by Tribal Governments -** Tribal governments cannot directly apply for HSGP funding (SHSP, UASI, OPSG). However, they may receive funding as subrecipients through their state's SAA.

b. ***Ineligible Projects***

- Projects that do not align with the purposes of the HSGP, including those that fail to demonstrate a clear nexus to preventing, preparing for, protecting against, or responding to acts of terrorism.
- Activities not permitted under HSGP guidance or that do not meet criteria for allowable costs as outlined in the NOFO and Preparedness Grants Manual.

c. ***Non-Compliance with Federal Requirements***

- Failure to submit a complete and accurate application by the deadline.
- Applications missing required documentation or information, such as an active registration in SAM.gov or compliance with UEI requirements.

- Entities with a history of non-compliance with federal statutes, regulations, or program requirements that impact eligibility for federal funding.

B. Application Criteria

a. ***Programmatic Criteria***

1. Risk Methodology

The risk methodology determines the relative risk[3] of terrorism a jurisdiction faces by assessing the expressed or implied threats, the asset/system vulnerabilities, and the communal consequences of an attack. The equation for relative risk is comprised of three components: Threat x Vulnerability x Consequence. Each component is comprised of data elements that are reviewed yearly, in collaboration with FEMA stakeholders, to ensure alignment with the changing U.S. terrorism threat environment. Each eligible jurisdiction's relative risk is assessed, which helps to inform grant funding. For more information on the SHSP, UASI, and OPSG target allocation processes, please see Appendix 11.A.

The three components of risk and their functions are outlined below:

- Threat: Assesses reports documenting indication of potential harm to life, information, operations, the environment and/or property within a jurisdiction.
- Vulnerability: Assesses assets and systems - such as infrastructure, borders, special events, and movements of individuals or groups - that may render terrorist attacks on a jurisdiction more likely to succeed, if attempted.
- Consequence: Assesses the impact of a terrorist attack on a jurisdiction through direct measures such as the numerical values for its population, gross domestic product, and infrastructure.

NOTE: The risk methodology is separate from the THIRA/SPR process. Risk methodology results do affect grant target allocations while the THIRA/SPR process does not.

b. ***Application Evaluation Criteria***

FEMA will evaluate the FY 2025 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

[3] DHS defines risk as: "potential for an adverse outcome assessed as a function of hazard/threats, assets and their vulnerabilities, and consequences." See DHS Lexicon Terms and Definitions: 2018 Edition – Revision 04, (Apr. 2018)

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted NPA-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the NPA IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. ***Review and Selection Process***

1. SHSP and UASI

FY 2025, HSGP applications will be reviewed through a two-phase state and federal review process for completeness, adherence to programmatic guidelines, feasibility, and how well the IJ (project description and justification) addresses the identified risk(s).

State Review

The SAA is the sole entity authorized to submit HSGP applications to FEMA on behalf of the state and subrecipients. The SAA reviews subaward applications to ensure they meet the legal, financial, and programmatic requirements set forth by FEMA and the state's guidelines before submitting on behalf of the state to DHS/FEMA.

Federal Review

All proposed investments will undergo a federal review by DHS/FEMA to ensure compliance with all administrative and eligibility criteria identified in the NOFO. The Federal Reviewers will check each proposed investment for the following:

- Eligibility, feasibility, and alignment with the application criteria listed in this NOFO;
- Compliance and effectiveness in addressing NPAs, ensuring required spend percentages are met;
- Compliance with SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance); and,
- LETPA project alignment with program objectives and required spend percentages.

National Priority Area Funding Holds

If applicants submit IJs and project-level details at the time of application, FEMA will evaluate effectiveness prior to award. If projects do not sufficiently align with NPAs, up to 30% of funds may be placed on hold until revisions are made.

If applicants submit IJs and project-level details as part of their December 2026 BSIR, 30% of funds will be placed on hold until FEMA reviews the BSIR and confirms alignment with NPAs.

2. OPSG

For OPSG, applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact.

DHS/FEMA will verify compliance with all administrative and eligibility criteria outlined in the NOFO.

OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described in Appendix A. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to:

- Threat and vulnerability assessments
- Total miles of the border
- Border-specific law enforcement intelligence
- Feasibility of Operations Orders to designated localities within border states and territories.

This comprehensive review and selection process ensures that HSGP and OPSG funds are distributed effectively to enhance national preparedness, border security, and overall homeland security efforts.

C. Financial Integrity Criteria

Before making an award, FEMA is required to review OMB-designated databases for applicants' eligibility and financial integrity information. This is required by the Payment Integrity Information Act of 2019 (Pub. L. No. 116-117, § 2 (2020)), 41 U.S.C. § 2313, and the "Do Not Pay Initiative" (31 U.S.C. 3354). For more details, please see 2 C.F.R. § 200.206.

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

D. Supplemental Financial Integrity Criteria and Review
Before making an award expected to exceed the simplified acquisition threshold (currently a total federal share of $250,000) over the period of performance:
FEMA is required by 41 U.S.C. § 2313 to review or consider certain information found in SAM.gov. For details, please see 2 C.F.R. § 200.206(a)(2).

1. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.
2. Before making decisions in the risk review required by 2 C.F.R. § 200.206, FEMA will consider any comments by the applicant.

E. Reviewers and Reviewer Selection
Reviewers for the HSGP NOFO are selected from within FEMA, across the federal government, and, where applicable, may include external subject matter experts. These reviewers are chosen based on their expertise in homeland security, emergency management, and grant administration.

To prevent conflicts of interest, reviewers must disclose any personal or professional relationships with applicants before the review process begins. Any individual with a conflict is recused from evaluating the affected application. Additionally, reviewers are required to complete ethics and impartiality training to ensure a fair and unbiased review process.

F. Merit Review Process
HSGP applications are not reviewed solely on merit. While merit plays a role—such as evaluating the effectiveness, feasibility, and impact of proposed investments—the review process heavily incorporates risk-based methodologies and compliance criteria. HSGP does not use a weighted scoring method. All criteria are considered equally during the review process.

Review Process:

- State Review (SHSP and UASI): The SAA conducts an initial eligibility review and prioritizes projects for submission to FEMA.
- OPSG Review: OPSG applications are reviewed in coordination with the SAA and USBP Sector Headquarters to assess completeness, feasibility, need, and the anticipated impact of proposed Operations Orders.
- Federal Review: FEMA conducts a federal review of all applications to ensure eligibility, feasibility, and compliance with NOFO requirements.

While merit is a key factor in assessing alignment with national priorities, state and local needs, expected impact, and cost-effectiveness, funding decisions also weigh risk assessments, eligibility criteria, and available funding target allocations.

G. Final Selection
The Secretary of Homeland Security makes the final funding decisions, considering risk assessments, subject-matter expert input, and project feasibility, while also ensuring alignment with national priorities and compliance with legal, financial, and policy guidelines for strategic allocation of funds.

8. Award Notices

A. Notice of Award

The Authorized Organization Representative (AOR) should carefully read the federal award package before accepting the federal award. The federal award package includes instructions on administering the federal award as well as terms and conditions for the award.

By submitting an application, applicants agree to comply with the prerequisites stated in this NOFO and the material terms and conditions of the federal award, should they receive an award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An award package notification email is sent via the grant application system to the submitting AOR.

Recipients must accept their awards no later than 60 days from the award date. Recipients shall notify FEMA of their intent to accept the award and proceed with work via the FEMA GO system. For more information on award acceptance, refer to the FEMA GO Award Acceptance Guide.

For HSGP, "receipt of funds" happens when the recipient accepts the award or 15 calendar days after receiving the award notification, whichever comes first. IF the recipient accepts the award within 15 calendar days of the notification, the 45-day pass-through period starts on the acceptance date. If the recipient does not accept the award within 15 calendar days, the 45-day pass-through period automatically begins 15 calendar days after the notification is sent through FEMA GO. For detailed guidance on managing preparedness grants, including pass-through requirements and timelines, please refer to the FEMA Preparedness Grants Manual, Pass-Through Requirements.

Funds will remain on hold until the recipient accepts the award via FEMA GO and all other conditions of the award have been satisfied, or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

B. Pass-Through Requirements

Under HSGP, SAAs must pass at least 80% of SHSP and UASI funding to local or tribal governments. The state may retain up to 20% for state-level needs. "Pass-through" means SAAs must allocate funds to eligible entities as defined by law, such as counties, municipalities, tribal governments, or other public entities. For detailed guidance on HSGP pass-through requirements and timelines, please see Section 8 of the FEMA Preparedness Grants Manual.

After award acceptance, the state must pass through at least 80% of SHSP and UASI funds to local or tribal governments within 45 days. The timeline starts when the SAA accepts the award or 15 days after FEMA notifies the SAA, whichever is sooner. Funds must be distributed unconditionally, and the SAA must certify to FEMA that the pass-through is complete, listing amounts and recipients. U.S. territories are exempt, except for Puerto Rico, which must comply. States may keep more than 20% of funds only with written consent from local recipients, outlining the retained amount and purpose.

C. Note Regarding Pre-Award Costs
Even if pre-award costs are allowed, beginning performance is at the applicant and/or sub-applicant's own risk.

D. Obligation of Funds
The funds are obligated when the SAA's signatory authority accepts the award and signs the award package.

E. Notification to Unsuccessful Applicants
During the post-award review, FEMA will notify the recipient about unsuccessful subrecipients or projects and provide feedback. The SAA is then responsible for notifying the subapplicants and sharing any relevant feedback or information.

9. Post-Award Requirements and Administration

A. Administrative and National Policy Requirements

Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

In accordance with Executive Order 14305, Restoring American Airspace Sovereignty (June 6, 2025), and to the extent allowed by law, eligible state, local, tribal, and territorial grant recipients under this NOFO are permitted to purchase unmanned aircraft systems, otherwise known as drones, or equipment or services for the detection, tracking, or identification of drones and drone signals, consistent with the legal authorities of state, local, tribal, and territorial agencies. Recipients must comply with all applicable federal, state, and local laws and regulations, and adhere to any statutory requirements on the use of federal funds for such unmanned aircraft systems, equipment, or services.

Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

B. DHS Standard Terms and Conditions
A recipient under this funding opportunity must comply with the DHS Standard Terms and Conditions in effect of the date of the federal award. The DHS Standard Terms and Conditions are available DHS Standard Terms and Conditions | Homeland Security. For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package.

C. Financial Reporting Requirements Financial Reporting Requirements

See the Preparedness Grants Manual for information on financial reporting requirements.

D. Programmatic Performance Reporting Requirements
See the Preparedness Grants Manual for information on performance reporting requirements.

E. Closeout Reporting Requirements
See the Preparedness Grants Manual for information on closeout reporting requirements and administrative closeout.

Anytime there is a change in personnel for any of the awardees and/or subrecipients, their information needs to be submitted for approval (all the previous personal information identified).

F. Disclosing Information per 2 C.F.R. § 180.335
Before entering into a federal award, the applicant must notify FEMA if it knows that the applicant or any of the principals (as defined at 2 C.F.R. § 180.995) for the federal award:

1. Are presently excluded or disqualified;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses listed in § 180.800(a); or
4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

This is requirement is fully described in 2 C.F.R. §180.335.

Additionally, 2 C.F.R. § 180.350 requires recipients to provide immediate notice to FEMA at any time after entering a federal award if:

1. The recipient learns that either it failed to earlier disclose information as required by 2 C.F.R. § 180.335;
2. Due to changed circumstances, the applicant or any of the principals for the federal award now meet the criteria at 2 C.F.R. § 180.335 listed above.

G. Reporting of Matters Related to Recipient Integrity and Performance
Appendix XII to 2 C.F.R. Part 200 states the terms and conditions for recipient integrity and performance matters used for this funding opportunity.

If the total value of all active federal grants, cooperative agreements, and procurement contracts for a recipient exceeds $10,000,000 at any time during the period of performance:

1. The recipient must maintain the currency of information reported in SAM.gov about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII;
2. The required reporting frequency is described in paragraph 4 of Appendix XII.

H. Single Audit Report
A recipient expending $1,000,000 or more in federal awards (as defined by 2 C.F.R. § 200.1) during its fiscal year must undergo an audit. This may be either a single audit complying with 2

C.F.R. § 200.514 or a program-specific audit complying with 2 C.F.R. §§ 200.501 and 200.507. Audits must follow 2 C.F.R. Part 200, Subpart F, 2 C.F.R. § 200.501, and the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards.

I. Monitoring and Oversight

Per 2 C.F.R. § 200.337, DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a Federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

J. Program Evaluation

Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), PUBL435.PS urges federal agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311). OMB A-11, Section 290 (Evaluation and Evidence-Building Activities) further outlines the standards and practices for evaluation activities. Federal agencies are required to specify any requirements for recipient participation in program evaluation activities (2 C.F.R. § 200.301). Program evaluation activities incorporated from the outset in the NOFO and program design and implementation allow recipients and agencies to meaningfully document and measure progress and achievement towards program goals and objectives, and identify program outcomes and lessons learned, as part of demonstrating recipient performance (2 C.F.R. § 200.301).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients, surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R.§ 200.413.

Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

K. Additional Performance Reporting Requirements

Award recipients must submit the following reports: quarterly financial reports, semi-annual performance reports and BSIR submissions, final financial and performance reports, and an

annual audit report (if required). These must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 C.F.R. Part 200, or specific conditions of the award. If reports are late, future funding or fund access may be delayed, and additional reports may be requested in some cases.

a. *Reporting on the Implementation of the National Preparedness System*
Recipients are required to complete the THIRA every three years and the SPR annually through the URT on the Preparedness Toolkit no later than Dec. 31. These assessments help jurisdictions identify and address capability gaps to enhance overall preparedness. See the Preparedness Grants Manual for information on reporting on the Implementation of the National Preparedness System.

b. *BSIR*
In addition to submitting semi-annual progress reports, recipients are required to complete the BSIR. The BSIR is submitted twice a year—in June and December—and provides detailed updates on the status and progress of funded projects. For comprehensive guidance on BSIR submission and other reporting requirements, see the Preparedness Grants Manual.

c. *Emergency Communications Investments - SAFECOM Compliant Letter*
An Emergency Communications Investments - SAFECOM Compliant Letter is required when utilize federal grants to fund emergency communications projects. The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the SAFECOM Guidance. The certification letter should be coordinated with the Statewide Interoperability Coordinators (SWIC) for each state and must be uploaded to FEMA GO at the time of the Winter BSIR submission.

For detailed information on SAFECOM Guidance and compliance requirements, refer to the https://www.cisa.gov/safecom/funding. If you have further questions or need assistance, contact the SAFECOM Program at SAFECOMGovernance@cisa.dhs.gov.

d. *Operations Orders for OPSG*
The Operations Order (OO) is a detailed plan that explains the specific aspects of an operation, including its goals, tasks, timelines, and resources needed. It provides clear instructions on how to carry out the operation, identifying who is responsible for each task, the resources required, and the expected results. Recipients are required to submit an OO to show their ability to implement the proposed activities effectively, align with program goals, and meet funding requirements.

1. Accessing the OO Template Instructions

To access the OPSG OO Template:

- Find the HSGP posting via the search function on Grants.gov;
- Select the Related Documents tab on the posting; and
- Click on the OPSG OO Template and fill out all sections of the template.

- Writing the Executive Summary

The OO Executive Summary must:

- Identify the organization name, point of contact, committees, and other structures accountable for implementing OPSG in the jurisdiction (typically this will be a program lead or manager overseeing operations and individuals assigned to that agency); and
- Describe how federal and SLTT law enforcement agencies will work together to establish and enhance coordination and collaboration on border security issues.

3. Budget Requirements Overview

The OO Detailed Annual Budget must:

- Explain how costs and expenses were estimated; and
- Provide a narrative justification for costs and expenses.
- Supporting tables describing cost and expense elements (e.g., equipment, fuel, vehicle maintenance costs) may be included.

4. Submission Requirements

The OO must meet the following submission requirements:

- Must be submitted as an Adobe PDF document;
- All documents submitted must use the unique identifier created by the OPSG data management system from the original associated operation order; and
- Applicable OPSG sector representatives must coordinate with the SAA and OPSG participants to submit an accurate inventory of all specified OPSG purchased property with each Operations Order/ Fragmentary Order (FRAGO).

L. Termination of the Federal Award

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled "Termination of a Federal Award." The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA
   FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:
   a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.
   b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;
ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;
iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;
iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or
vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.
vii. If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the Federal award.
b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient
The recipient or subrecipient may terminate the federal award in whole or in part for the following reason identified in 2 C.F.R. § 200.340: Upon sending FEMA or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the Federal award was made, FEMA or the pass-through entity may terminate the Federal award in its entirety.

5. Impacts of Termination
a. When FEMA terminates the Federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the

Federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the Federal award is terminated in part or its entirety, FEMA or the pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeal

Where applicable, when FEMA terminates the Federal award, the written notification of termination will provide the opportunity and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. 200.343.

M. Best Practices

While not a requirement in the DHS Standard Terms and Conditions, as a best practice, entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems. Additionally,, "The recipient and subrecipient must … take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information." 2 C.F.R. § 200.303(e).

N. Payment Information

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures will ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request, FEMA will review the request. If FEMA approves a payment, it will process through FEMA GO and inform recipients accordingly for drawdown purposes. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is

to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." *See* 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
4. Subrecipient Funding Details (if applicable).
    - Is funding provided directly or indirectly to a subrecipient?
        - If **no,** include statement "This grant funding is not being directed to a subrecipient."
    - If **yes**, provide the following details:
        - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
        - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

- Whether the payment request includes an activity involving support to aliens.
- Whether the subrecipient has any DEI practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

O. Immigration Conditions
1. Materiality of Pending Immigration Condition
An immigration term and condition, including those in the DHS Standard Terms and Conditions, may be material to the Department of Homeland Security's decision to make this grant award, and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition. No final agency determination has been made as of the date of this publication.

10. Other Information

A. Period of Performance Extension
Extensions to the period of performance are allowed.

Recipients should consult with their FEMA point of contact for requirements related to a performance period extension.

B. Other Information

a. ***Environmental Planning and Historic Preservation (EHP) Compliance***
See the Preparedness Grants Manual for information on EHP compliance.

b. ***Procurement Integrity***
See the Preparedness Grants Manual for information on procurement integrity

c. ***Financial Assistance Programs for Infrastructure***
1. Recipients and subrecipients must comply with FEMA's implementation requirements of the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects and Office of Management and Budget (OMB), Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America

preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to implement FEMA's Build America, Buy America requirements, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

2. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest, or
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

The process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

3. Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit Programs and Definitions: Build America, Buy America Act | FEMA.gov.

d. ***Mandatory Disclosures***

The non-Federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 C.F.R. § 200.113)

e. ***Adaptive Support***
See the Preparedness Grants Manual for information on disability integration.

f. ***Record Retention***
See the Preparedness Grants Manual for information on record retention.

g. ***Actions to Address Noncompliance***
See the Preparedness Grants Manual for information on actions to address noncompliance.

h. ***Audits***
See the for information on audits.

11. Appendix A: HSGP Target Allocations

HSGP Programs	FY 2025 Target Allocation
SHSP	$373,500,000
UASI	$553,500,000
OPSG	$ 81,000,000
Total	**$1,008,000,000**

A. SHSP Target Allocations
For FY 2025, DHS/FEMA will distribute SHSP funds based on their risk assessment methodology and legal minimums outlined in the *Homeland Security Act of 2002*, as amended. ***THIRA and SPR results do not affect how grant funds are allocated.***

Each state and territory will receive a guaranteed minimum amount:

- All 50 states, Washington, D.C., and Puerto Rico will receive at least 0.35% of the total funds available under Sections 2003 and 2004 of the Homeland Security Act.
- The four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive at least 0.08% of the total funds available under these sections.

States must include a separate IJ for the NPA focused on Enhancing Election Security (at least 3% minimum spend requirement) and Supporting Border Crisis Response and Enforcement (at least a 10% minimum spend requirement), but there is flexibility on the remaining 17% required to meet the overall 30% minimum spend requirement for the NPAs associated with the SHSP allocation.

These are target allocations pending final decisions by the Department of Homeland Security. These target allocations act as an estimate, and final allocations may be different in the award letter.

Fiscal Year 2025 State Homeland Security Program Target Allocations

State/Territory	FY 2025 Target Allocation	State/Territory	FY 2025 Target Allocation
Alabama	$4,362,750	Montana	$4,362,750
Alaska	$4,362,750	Nebraska	$4,362,750
American Samoa	$997,200	Nevada	$4,362,750
Arizona	$5,023,205	New Hampshire	$4,362,750
Arkansas	$4,362,750	New Jersey	$5,065,776
California	$55,863,486	New Mexico	$4,362,750
Colorado	$4,362,750	New York	$38,200,874
Connecticut	$4,362,750	North Carolina	$4,631,809
Delaware	$4,362,750	North Dakota	$4,362,750
District of Columbia	$4,362,750	Northern Mariana Islands	$997,200
Florida	$15,745,665	Ohio	$5,643,542
Georgia	$7,272,801	Oklahoma	$4,362,750
Guam	$1,110,150	Oregon	$4,362,750
Hawaii	$4,362,750	Pennsylvania	$9,407,455
Idaho	$4,362,750	Puerto Rico	$4,362,750
Illinois	$10,419,556	Rhode Island	$4,362,750
Indiana	$4,362,750	South Carolina	$4,362,750
Iowa	$4,362,750	South Dakota	$4,362,750
Kansas	$4,362,750	Tennessee	$4,362,750
Kentucky	$4,362,750	Texas	$26,066,797
Louisiana	$4,362,750	U.S. Virgin Islands	$997,200
Maine	$4,362,750	Utah	$4,362,750
Maryland	$4,990,556	Vermont	$4,362,750
Massachusetts	$5,390,887	Virginia	$8,770,850
Michigan	$4,362,750	Washington	$5,483,241
Minnesota	$4,362,750	West Virginia	$4,362,750
Mississippi	$4,362,750	Wisconsin	$4,362,750
Missouri	$4,362,750	Wyoming	$4,362,750
Total			**$373,500,000.00**

B. UASI Target Allocations

For FY 2025, the UASI program will provide funding to high-risk urban areas. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSA) in the United States, as outlined in the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is available from the U.S. Census

Bureau at Metropolitan and Micropolitan (census.gov). ***It is important to note that results from THIRA/SPR do not impact grant allocations or awards.***

The Metropolitan Areas Standardization and Protection (MAPS) Act of 2021 (P.L. 117-219) prohibits automatic updates to core-based statistical areas, which are used to define MSAs, for grantmaking purposes. Any changes require a formal rulemaking process with public notice and comment. If changes become necessary in FY 2025, FEMA will initiate this process as required by the MAPS Act.

The table below lists the UASI allocations for each high-risk urban area based on DHS/FEMA's risk-informed assessment in accordance with the *Homeland Security Act of 2002*, as amended. Each high-risk urban area, through its state, must include a separate IJ for the NPA "Enhancing Election Security", which has a required minimum spend of 3%, and "Supporting Border Crisis Response and Enforcement", which has a 10% minimum spend requirement. ***All projects related to these requirements*** **must** ***be included in the separate IJs.*** Additionally, the combined funding across all five NPAs must total at least 30% of the area's overall UASI allocation.

These are target allocations pending final decisions by the Department of Homeland Security. These target allocations act as an estimate, and final allocations may be different in the award letter.

Fiscal Year 2025 Urban Area Security Initiative Target Allocations

State/Territory	Funded Urban Area	FY 2025 UASI Target Allocation
Arizona	Phoenix-Mesa-Chandler, AZ	$12,910,357
California	Anaheim-Santa Ana-Irvine, CA	$8,842,298
	Los Angeles-Long Beach-Glendale, CA	$38,664,255
	Riverside-San Bernardino-Ontario, CA	$7,134,344
	Sacramento-Roseville-Folsom, CA	$4,516,008
	San Diego-Chula Vista-Carlsbad, CA	$17,716,678
	San Francisco-San Jose-Oakland, CA	$32,451,685
Colorado	Colorado Springs, CO	$2,926,754
	Denver-Aurora-Lakewood, CO	$6,909,902
District of Columbia	Washington-Arlington-Alexandria, DC-VA-MD-WV	$25,270,521
Florida	Jacksonville, FL	$4,589,968
	Miami-Fort Lauderdale-Pompano Beach, FL	$15,683,707
	Orlando-Kissimmee-Sanford, FL	$6,611,279
	Tampa-St. Petersburg-Clearwater, FL	$7,296,816
Georgia	Atlanta-Sandy Springs-Alpharetta, GA	$14,564,394
Hawaii	Honolulu, HI	$6,338,443
Illinois	Chicago-Naperville-Elgin, IL-IN-WI	$33,479,819
Indiana	Indianapolis-Carmel-Anderson, IN	$3,367,289
Louisiana	New Orleans-Metairie, LA	$4,546,754

Maryland	Baltimore-Columbia-Towson, MD	$7,709,724
Massachusetts	Boston-Cambridge-Newton, MA-NH	$16,838,838
Michigan	Detroit-Warren-Dearborn, MI	$8,123,989
Minnesota	Minneapolis-St. Paul-Bloomington, MN-WI	$9,526,217
Missouri	St. Louis, MO-IL	$6,281,491
	Kansas City, MO-KS	$4,191,663
Nevada	Las Vegas-Henderson-Paradise, NV	$8,958,896
New Jersey	Newark-Jersey City-New Brunswick, NJ-PA	$13,928,247
New York	New York-White Plains, NY	$92,180,364
North Carolina	Charlotte-Concord-Gastonia, NC-SC	$4,285,035
Ohio	Cincinnati, OH-KY-IN	$4,166,331
	Columbus, OH	$4,062,892
	Cleveland-Elyria, OH	$4,309,739
Oregon	Portland-Vancouver-Hillsboro, OR-WA	$6,703,242
Pennsylvania	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	$18,464,547
	Pittsburgh, PA	$4,716,651
Tennessee	Nashville-Davidson--Murfreesboro--Franklin, TN	$4,150,624
Texas	Austin-Round Rock-Georgetown, TX	$3,753,183
	Dallas-Fort Worth-Arlington, TX	$16,798,290
	Houston-The Woodlands-Sugar Land, TX	$26,233,082
	San Antonio-New Braunfels, TX	$6,627,754
Virginia	Richmond, VA	$3,485,377
	Virginia Beach-Norfolk-Newport News, VA-NC	$8,382,039
Washington	Seattle-Tacoma-Bellevue, WA	$12,713,580
Wisconsin	Milwaukee-Waukesha, WI	$3,086,934
Total		**$553,500,000**

C. OPSG Target Allocations

For FY 2025, DHS/FEMA will award OPSG funds based on two main factors: the risk to border security and the anticipated effectiveness of proposed projects. The OPSG risk assessment identifies potential threats to border security, guiding the distribution of funds to areas with the highest need. Eligible applicants are local, and tribal law enforcement agencies located along the U.S. borders.

For OPSG, "risk" refers to the potential for adverse outcomes, assessed by evaluating threats, vulnerabilities, and consequences associated with specific incidents or events. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating threat, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas. The effectiveness of proposed investments is evaluated based on the subrecipient's investment strategy, budget, collaboration, and past performance.

These are target allocations pending final decisions by the Department of Homeland Security. These target allocations act as an estimate, and final allocations may be different in the award letter.

Fiscal Year 2025 Operation Stonegarden Eligible* Target Allocations

State/Territory	FY 2025 Target Allocation	State/Territory	FY 2025 Target Allocation
Alabama	$350,000	Montana	$1,672,000
Alaska	$750,000	Nebraska	$0
American Samoa	$0	Nevada	$0
Arizona	$12,220,000	New Hampshire	$200,000
Arkansas	$0	New Jersey	$0
California	$12,100,000	New Mexico	$2,675,000
Colorado	$0	New York	$2,670,000
Connecticut	$0	North Carolina	$0
Delaware	$0	North Dakota	$1,542,000
District of Columbia	$0	Northern Mariana Islands	$0
Florida	$2,790,000	Ohio	$825,000
Georgia	$90,000	Oklahoma	$0
Guam	$0	Oregon	$0
Hawaii	$0	Pennsylvania	$170,000
Idaho	$180,000	Puerto Rico	$1,330,000
Illinois	$0	Rhode Island	$0
Indiana	$0	South Carolina	$0
Iowa	$0	South Dakota	$0
Kansas	$0	Tennessee	$0
Kentucky	$0	Texas	$33,708,000
Louisiana	$810,000	U.S. Virgin Islands	$90,000
Maine	$1,410,000	Utah	$0
Maryland	$0	Vermont	$150,000
Massachusetts	$0	Virginia	$0
Michigan	$2,286,000	Washington	$1,435,000
Minnesota	$972,000	West Virginia	$0
Mississippi	$575,000	Wisconsin	$0
Missouri	$0	Wyoming	$0
Total			**$81,000,000**

Eligibility does not guarantee grant funding

12. Appendix B: Allowable Costs

A. Allowable Cost Matrix for SHSP, UASI, and OPSG
The following matrix lists allowable cost activities across cost categories described above and below. The Preparedness Grants Manual includes additional information on allowable costs. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate FEMA HQ Preparedness Officer.

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities	Y	Y	N
Materials required to conduct planning, engagement, and volunteer management activities	Y	Y	N
Travel/per diem related to planning, engagement, and volunteer management activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR and continuity of operations plans	Y	Y	N
Allowable Organizational Activities **Note:** Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50% of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50% of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50% of the allocation).	Y	Y	Y
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.	Y	Y	N
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT	Y	Y	N
Cost of migrating online services to the ".gov" domain	Y	Y	N
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
General use vehicle acquisition, lease, and rental	N	N	Y
Specialized vehicle acquisition, lease, and rental	Y	Y	Y
Other Authorized Equipment	Y	Y	Y
Allowable Training Costs			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils and CERT in conducting training exercises	Y	Y	N
Preparedness training for community preparedness initiatives and programs	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of Homeland Security Exercise and Evaluation Program (HSEEP)	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Activities to achieve planning inclusive of people with limited English	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
proficiency			
Allowable M&A Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	N
Completing the Civil Rights Evaluation Tool	Y	Y	Y
Conducting activities related to evaluating project effectiveness for HSGP-funded projects	Y	Y	Y
LETPA Costs			
Integration and interoperability of systems and data, such as computer aided dispatch (CAD) and record management systems (RMS), to facilitate the collection	Y	Y	N
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)	Y	Y	N
Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism	Y	Y	N
Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events	Y	Y	N
Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology	Y	Y	N
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y	N
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
measures at critical infrastructure locations			

B. SHSP and UASI Other Direct Costs
Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition (Comprehensive Preparedness Guide (CPG) 201, 3rd Edition (fema.gov)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

a. ***Planning***
SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities, such as those associated with the development, review, and revision of the THIRA, SPR, continuity plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) that conforms to the guidelines outlined in Comprehensive Preparedness Guide (CPG) 101 v3. Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related CISA resources.

Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

b. ***Organization***
Organization costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual.

States and high-risk urban areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission. Organizational activities include:

1. Program management;
2. Development of whole community partnerships, through groups such as Citizen Corp Councils;
3. Structures and mechanisms for information sharing between the public and private sector;
4. Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland;

5. Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
6. Operational Support;
7. Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
8. Responding to an increase in the threat level under the NTAS or needs resulting from a National Special Security Event;
9. Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act (PRICE Act)*, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. *See* 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
    - Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
    - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.
10. All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request; and
11. Migrating online services to the ".gov" internet domain.

All SAAs are allowed to use up to 50% of their SHSP funding, and all high-risk urban areas are allowed to use up to 50% of their UASI funding, for personnel costs per 6 U.S.C. § 609(b)(2)(A). Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, intelligence analysts, and SWICs.

At the request of a recipient, the FEMA Administrator (or their designee) may grant a waiver of this 50% limitation under 6 U.S.C. § 609(b)(2)(B). Requests for waivers to the personnel cap must be submitted by the authorized representative of the SAA to FEMA in writing on official letterhead, with the following information:

1. Documentation explaining why the cap should be waived;
2. Conditions under which the request is being submitted; and
3. A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount.

Please see IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public L. No. 110–412 – the PRICE Act), dated October 30, 2019, for additional information on the waiver request process.

c. *Equipment*

Equipment costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual.

The 21 allowable prevention, protection, mitigation, and response equipment categories for HSGP are listed on the Authorized Equipment List (AEL). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Recipients and subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance) recommendations. Such investments must be coordinated with the SWIC and the State Interoperability Governing Body to ensure interoperability and long-term compatibility. For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from the Department of Health and Human Services for this purpose and with existing Metropolitan Medical Response System committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's Period of Performance (POP) for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

EMS electronic patient care data systems should comply with the most current data standard of the National Emergency Medical Services Information System.

Recipients are reminded that school hardening is an eligible activity under SHSP and UASI. School hardening measures include but are not limited to:

1. Bullet resistant doors and glass;
2. Hinge-locking mechanisms;
3. Immediate notification to emergency 911 systems;
4. Mechanisms that provide real time actionable intelligence directly to law enforcement and first responders;
5. Installation of distraction devices or other countermeasures administered by law enforcement; and
6. Other measures determined to provide significant improvements to schools' physical security.

Additionally, SHSP and UASI funds may be used for equipment purchases related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

sUAS and critical emergency supply costs are allowable under this program. See the Preparedness Grants Manual for more information.

1. General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC[4] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as CAD and RMS; and
- Office equipment for staff[5] engaged in homeland security program activity.

2. Controlled Equipment

For decades, the federal government has provided equipment to state, local, and tribal LEAs through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R.

[4] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.
[5] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on certain equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to certain equipment expenditures and keep grant recipients up to date on future developments.

Additional information on controlled equipment is pending publication. Please visit FEMA's website for current and upcoming guidance.

3. Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit SF-424C and SF-424D.

All proposed construction and renovation activities must undergo an EHP review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding. Please see the Preparedness Grants Manual for more information.

d. ***Training and Exercises***

Training and exercise costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual. Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the National Preparedness Course Catalog at the National Training and Education Division (NTED).

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and Department of Transportation [DOT]). Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation, and

Evaluation model of instructional design.

4. Law Enforcement Readiness

SHSP or UASI grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP or UASI subrecipients with agreements under section 287(g) of the *Immigration and Nationality Act* (INA) (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis.

e. *Maintenance and Sustainment*
Maintenance and sustainment related costs are allowed under this program only as described in the Preparedness Grants Manual.

f. *Travel*
Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix above for more information on allowable travel activities under SHSP and UASI.

g. *Personnel*
Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All recipients and subrecipients of HSGP funds, including SHSP and UASI allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA IB 421b, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act.

HSGP funds may not be used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities. The following definitions apply to personnel costs:

- **Hiring**. State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-FEMA HSGP program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
- **Overtime**. These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- **Backfill-Related Overtime**. Also called "Overtime as Backfill," these expenses are limited to overtime costs that result from personnel who are working overtime (as

identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

- **Supplanting**. Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

1. Operational Overtime Costs

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP recipients are urged to consider using grant funding to support soft target preparedness activities. SHSP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited in the table below, but this table is not exhaustive. FEMA retains the discretion to approve other types of requests that do not fit within one of the categories of the table.

Authorized Operational Overtime Categories

	Category	Description
1	**National Terrorism Advisory System (NTAS)**	Security measures in response to an increase in the threat level under the NTAS to an "elevated" or "imminent" alert status. FEMA Information Bulletin No. 367, Impact of National Terrorism Advisory System on Homeland Security Grant Programs, remains applicable; therefore, advance authorization from FEMA is not required. Refer to National Terrorism Advisory System | Homeland Security (dhs.gov) for additional information on the NTAS.
2	**National Security Special Event (NSSE)**	Security measures for a designated NSSE. NSSEs are events of national or international significance deemed by DHS to be a potential target for terrorism or other criminal activity.
3	**Special Event Assessment Rating (SEAR) Level 1 through Level 4 Events**	Security measures required for SEAR Level 1 through Level 4 events as designated by DHS and included in the DHS National Special Events List, as defined below: • SEAR 1: A significant event with national and/or international importance that may require extensive federal interagency support. • SEAR 2: A significant event with national and/or international importance that may require some level of federal interagency support.

	Category	Description
		• SEAR 3: An event of national and/or international importance that requires only limited federal support. • SEAR 4: An event with limited national importance that is managed at state and local level. NOTE: In cases where a threat of terrorism can be associated with a SEAR Level 5 event, the event planners should coordinate with their state or territory Homeland Security Advisor to seek re-adjudication of the SEAR rating. Operational overtime for security measures associated with such events will be considered for approval by FEMA if re-adjudication results in a SEAR 1 through 4 rating.
4	**States of Emergency**	Declarations of states of emergency by the Governor associated with a terrorism-related threat or incident. This excludes Presidentially declared major disasters or emergencies where federal funding support for the proposed grant-funded activity is made available through the FEMA Public Assistance program or other federal disaster grants.
5	**National Critical Infrastructure Prioritization Program (NCIPP)**	Protection of Level 1 and Level 2 facilities identified through DHS's NCIPP based on a terrorism-related threat to critical infrastructure.
6	**Directed Transit Patrols**	Targeted security patrols in airports and major transit hubs based on a terrorism-related threat to transportation systems.
7	**Other Related Personnel Overtime Costs**	Overtime costs may be authorized for personnel assigned to directly support any of the security activities relating to the categories above. Examples include firefighters and emergency medical services personnel; public works employees who may be responsible for installing protective barriers and fencing; public safety personnel assigned to assist with event access and crowd control; emergency communications specialists; backfill and overtime for staffing state or major urban area fusion centers; state Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (note: consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); contract security services for critical infrastructure sites; participation in Regional Resiliency Assessment Program activities, increased border security activities in coordination with USBP, etc.
8	**Operational Support to a Federal Agency**	Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and

	Category	Description
		specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. In addition, reimbursement for operational overtime law enforcement activities related to combating transnational crime organizations in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism is an allowable expense under SHSP and UASI on a case-by-case basis. Grant funding can only be used in proportion to the federal man-hour estimate and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted.
9	**Response to Catastrophic Incidents that are Acts of Terrorism**	Operational overtime is allowable for responding to acts of terrorism. This includes overtime accrued during the immediate response to events, such as mass casualty acts of targeted violence or other activities where the act (i) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (ii) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States, and the act appears to be intended to coerce civilian populations, influence the policy of a government by intimidation or coercion, or affect the conduct of a government by mass destructions, assassination, or kidnapping.

All allowable operational overtime costs are also subject to the administration requirements outlined in the following subsection.

2. Administration of Operational Overtime Requests

- Except for an elevated NTAS alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA HQ Preparedness Officer. FEMA will consider requests for special event activities up to one year in advance. However such requests must be within the award's current POP and must not result in the need for a request to extend the period of performance. SAAs should contact FEMA Grants News by e-mail at fema-grants-news@fema.dhs.gov or by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET, for clarification.
- All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in the table above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime

support and explain how the overtime activity is responsive to the threat. Request letters sent to FEMA must be UNCLASSIFIED but may be labeled "For Official Use Only." If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels;

- Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity;
- Under no circumstances may FEMA grant funding be used to pay for costs already supported by funding from another federal source;
- States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the UAWG and FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area; and
- FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

h. ***Secure Identification***

Secure identification costs are allowed under this program. SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards.

i. ***Multiple Purpose or Dual-Use of Funds***

Please see the Preparedness Grants Manual for information on multiple purpose of dual-use of funds under SHSP and UASI.

C. OPSG Other Direct Costs

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition (Comprehensive Preparedness Guide (CPG) 201, 3rd Edition (fema.gov)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

a. ***Planning***

Planning costs are allowed under this program only as described in this funding notice. See the Allowable Cost Matrix above for more information on allowable planning activities for OPSG.

b. *Organization*
Organization costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual. See the Allowable Cost Matrix above for more information on allowable organizational activities for OPSG.

c. *Equipment*
Equipment costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual.

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide. Each appropriate OPSG sector coordinator is required to keep an inventory of OPSG purchased equipment that includes at a minimum: 1) grant funding year; 2) purchase amount; 3) purchase date; 4) purchase quantity; 5) equipment ID; 6) source of funding for the property, including the Federal Award Identification Number; 7) who holds title to the property; 8) federal share percent of the property; 9) location of the property; 10) use and condition of the property; 11) disposal date; and 12) brief disposal justification information and sale price if sold. Each Operations Order/FRAGO will require that each friendly force submit the equipment inventory for each Operations Order/FRAGO submission.

1. **Equipment Marking**. Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it **may** be appropriately marked to ensure its ready identification and primary use for that purpose. **When practicable**, any equipment purchased with OPSG funding **should** be prominently marked as follows: **"Purchased with DHS funds for Operation Stonegarden Use."**
2. **Fuel Cost and Mileage Reimbursement.** There is no cap for reimbursement of fuel or mileage costs in support of operational activities. Subrecipients and friendly forces may not claim reimbursements for both mileage and fuel/maintenance for the same equipment at the same time.
3. **Vehicle and Equipment Acquisition, Including Leasing and Rentals**. Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Preparedness Officer prior to purchase.
4. **Medical Emergency Countermeasures.** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as reflected in the AEL.

1. Requirements for sUAS

sUAS are allowable under the HSGP. See the Preparedness Grants Manual for more information.

2. General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC[6] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as CAD and RMS; and
- Office equipment for staff[7] engaged in homeland security program activity.

3. Controlled Equipment

For decades, the federal government has provided equipment to state, local, and tribal LEAs through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on certain equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to certain equipment expenditures and keep grant recipients up to date on future developments.

Additional information on controlled equipment is pending publication. Please visit FEMA's website for current and upcoming guidance.

4. Construction and Renovation

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[6] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

[7] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

OPSG funds may not be used for any construction.

d. *Training and Exercises*
Training and exercise costs are allowed under this program only as described in this funding notice and the Preparedness Grants Manual (e.g., related to EHP compliance). Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the National Preparedness Course Catalog at NTED.

1. Law Enforcement Readiness

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the *Immigration and Nationality Act (INA)* program allows a state or local law enforcement entity to enter into a partnership with ICE, under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. OPSG subrecipients with agreements under section 287(g) of the *INA* (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, subrecipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

e. *Maintenance and Sustainment*
Maintenance and sustainment related costs are allowed under this program only as described in the Preparedness Grants Manual.

f. *Travel*
Domestic travel costs are allowed under this program, as provided for in this NOFO and in the Preparedness Grants Manual. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Appendix B for more information on allowable travel activities under OPSG.

g. *Personnel*
Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA IB 421b, *Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412 – the PRICE Act)*.

Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1). If the cost changes are allowable under the grant, a FRAGO must be submitted to Homeland Security Information Network (HSIN) to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

OPSG funds may be used for domestic travel and *per diem*, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, allowable costs include supporting up to six-month deployment of law enforcement personnel to critical Southwest Border locations for operational activities (travel costs must be in accordance with applicable travel regulations).

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status. OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements' operational activities. Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

1. Operational Overtime Costs

OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for enhanced border security. Overtime pay is for increased patrol time for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift;
- Overtime must be worked to increase patrol capacity and be in support of identified and approved USBP border security operations;
- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable state and federal regulations;
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431; and

- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16-hours worked in any 24-hour period.

2. Intelligence Support

Per 6 U.S.C. § 609(a), OPSG funds may, as applicable and operationally beneficial, be used to pay salaries and benefits or overtime for personnel to serve as qualified Intelligence Analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by OPSG funding. Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, personnel must meet at least one of the following criteria:

- Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
- Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

OPSG-funded intelligence analysts must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request.

h. ***Regional Border Projects***

Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

1. Communications equipment;
2. Radio systems and repeaters;
3. Integration with regional intelligence and information sharing effort (i.e., fusion centers):
   - Intelligence analysts.
4. Situational Awareness equipment:
   - License Plate Reader Networks;
   - Visual detection and surveillance systems;
   - Sensor Systems;
   - Radar Systems (for air and/or marine incursions); and
   - Aircraft systems (manned or unmanned).

i. ***Transportation Costs and Costs Related to the Provision of Acute Medical Care***

Vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO are allowable where the costs are in support of the necessary transportation of individuals interdicted while carrying out allowable OPSG-funded activities or operations from the point of interdiction to an applicable law enforcement facility.

When transporting individuals interdicted in the course of carrying out allowable OPSG-funded

activities or operations from the point of interdiction, non-Federal entities may charge vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO associated with necessary transportation to provide acute medical care for individuals being transported from the point of interdiction. In such cases, non-Federal entities may also charge operational overtime for personnel that monitor a detained individual receiving acute medical care where the individual remains in the custody of the non-Federal law enforcement agency. Costs incurred beyond the acute phase of medical care (e.g., upon admission to the hospital, or after transfer from an acute care facility to the hospital) and costs incurred once the custodial responsibility of the individual is transferred to CBP are not allowable under OPSG.

Costs described above are allowable regardless of what entity or agency initially makes the interdiction. Personnel costs incurred by non-Federal law enforcement agencies eligible under OPSG (including deputies, corrections officers, or detention officers) for costs described above are allowable.

j. ***Temporary or Term Appointments***

Temporary or term appointments are allowable under an OPSG award, so long as they comply with the following:

1. Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable;
2. OPSG-funded temporary or term appointments may not exceed the approved period of performance:
    - For OPSG purposes, temporary appointments are non-status appointments for less than one year; and
    - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
3. OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees;
4. OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
    - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
    - To staff operations of limited duration, such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and
    - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
5. OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in this NOFO and the Preparedness Grants Manual; and
6. FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

Visalia City Council

Staff Report

File #: 25-0604 **Agenda Date:** 1/20/2026 **Agenda #:** 5.

Agenda Item Wording:
General Plan annual progress report - Receive and accept the City of Visalia's General Plan annual progress report for 2025 and authorize staff to submit to the Governor's Office of Land Use and Climate Innovation.

Prepared by:
Josh Dan, Senior Planner, josh.dan@visalia.gov, 559-713-4003;
Paul Bernal, Planning and Community Preservation Director, paul.bernal@visalia.gov, 559-713-4025

Department Recommendation: Staff recommends that the City Council receive and accept the City of Visalia 2025 General Plan Annual Progress Report and authorize staff to submit to the Governor's Office of Land Use and Climate Innovation.

Background Discussion:
Government Code Section 65400 requires the City of Visalia (City) to prepare and submit an Annual Progress Report (APR) on the entire General Plan (Attachment 1). The Government Code requires the APR to be "considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments," and then submitted to the Governor's Office of Land Use and Climate Innovation (LCI).

Summary:
California Government Code Section 65400 mandates that cities and counties submit an annual progress report (APR) each year on the General Plan and progress on its implementation to the legislative body, (in this case the City Council), followed by the Governor's Office of Land Use and Climate Innovation (LCI). The four basic purposes of the annual report are as follows:

- To provide information to assess progress on implementation of the General Plan in accordance with the stated goals, policies, and implementation measures.
- To provide information to identify necessary course adjustments or modifications to the General Plan as a means to improve implementation.
- To provide a clear correlation between land use decisions made during the reporting period, and the goals, policies, and implementation measures in the General Plan.
- To provide information regarding local agency progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing.

This year will be the City of Visalia's third APR regarding the 2030 General Plan. The APR covers the period of the previous calendar year, 2025. The APR for the General Plan and for the Housing Element of the General Plan have separate reporting requirements and forms, and as such have

been prepared as two separate documents.

Fiscal Impact: None.

Prior Council Action: None.

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to accept and approve the General Plan Annual Progress Report and direct staff to submit the document to the Governor's Office of Planning and Research.

Environmental Assessment Status:
This document is a reporting document. The material and information provided within does not create or alter policy. Content provided within this document is provided for informational purposes only and is exempt from the requirements of the California Environmental Quality Act (CEQA).

CEQA Review:
The requested action is considered exempt under Section 15306, which exempts data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

Deadline for Action: 1/20/2026

Attachments:
1. Attachment 1 - City of Visalia 2025 GP APR

General Plan Annual Progress Report 2025

City of Visalia

Prepared by the City of Visalia, Planning and Preservation Department, Planning Division

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Appendix A Government Code Section 65400

Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR).

The purpose of the document is to report on the City of Visalia's progress in implementing its General Plan. The document will be provided to the Planning Commission and City Council for their review and submitted to the Governor's Office of Land Use and Climate Innovation (LCI) and the Department of Housing and Community Development (HCD).

General Plan Background

The State of California requires that every city and county adopt a long-term General Plan. A jurisdiction's General Plan addresses state General Plan requirements. Pursuant to Government Code Section 65302, a General Plan shall consist of a statement of development policies and shall include diagrams and text setting forth objectives, principles, standards, and plan proposals. General Plans shall also address eight specific topics or "elements," listed in Section 65302. The General Plan may also address other topics the community feels are relevant. Regardless of the format or issues addressed, the Plan must be internally consistent.

The City of Visalia's 2030 General Plan was adopted as a comprehensive update to the General Plan on October 14, 2014. The Plan includes six of the eight elements required by State law: Land Use, Circulation, Open Space, Conservation, Safety, and Noise. Open Space and Conservation are combined, as are Safety and Noise. It also includes two optional elements that address local concerns: Historic Preservation and Parks, Schools, Community Facilities, and Utilities. The General Plan clearly communicates the City's vision of its future and establishes a policy framework to govern decision-making concerning the physical development of the community. It also provides assurances that the community at large will be supported by an adequate range of public services and infrastructure systems.

Purpose of the General Plan Annual Progress Report

California Government Code Section 65400 mandates that cities and counties submit an annual progress report (APR) each year on the General Plan and progress on its implementation to the legislative body, (in this case the City Council), followed by the Governor's Office of Land Use and Climate Innovation (LCI) and the Housing and Community Development Department (HCD). The four basic purposes of the annual report are as follows:

- To provide information to assess progress on implementation of the General Plan in accordance with the stated goals, policies, and implementation measures.

- To provide information to identify necessary course adjustments or modifications to the General Plan as a means to improve implementation.

• To provide a clear correlation between land use decisions made during the reporting period, and the goals, policies, and implementation measures in the General Plan.

• To provide information regarding local agency progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing.

This year, will be the City of Visalia's third APR regarding the 2030 General Plan. The APR covers the period of the previous calendar year, 2025. The APR for the General Plan and for the Housing Element of the General Plan have separate reporting requirements and forms, and as such have been prepared as two separate documents.

The rest of this report will present the chronology of adopted amendments to the General Plan through 2025, present major milestones and projects that occurred in the reporting period, a status update of the implementation measures for the General Plan, and finally a summary of any grants received to assist in implementing the General Plan, along with the next areas of focus in the plan's continued implementation.

Informational Document

This document is a reporting document. The material and information provided within does not create or alter policy. Content provided within this document is provided for informational purposes only and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306, which exempts data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

I. Adopted Amendments to the Plan, Projects, and Accomplishments

Adopted Amendments

The General Plan remains a current document, responsive to the community's needs. Requests for amendments may be submitted by individuals or initiated by the City. Amendments to the Visalia General Plan through December 2025 are listed below.

Amendments to the Visalia General Plan (January 2025 – December 2025)			
General Plan Amendment (GPA) Number	**Action**	**Applicant**	**Description**
GPA 2024-05	Approved by Council on 04/28/2025	City of Visalia	A request by the City of Visalia to expand the Urban Growth Boundary by annexing two parcels into the City limits, and to change approximately one acre on the site from Residential Very Low Density land use designation to Parks/Recreation land use designation.
GPA 2025-01	Approved by Council on 02/10/2025	Seefried Industrial Properties, Inc.	A request by Seefried Industrial Properties, Inc. to decrease the Light Industrial land use designation and to increase the Industrial land use designation on the project site consisting of 284 acres.
GPA 2025-02	Continued to Date Uncertain	City of Visalia	A request by the City of Visalia to change the land use designation on a 16-acre portion of a 21-acre parcel from Parks/Recreation to Commercial Mixed Use.

GPA 2025-03	Yet to be scheduled for public hearing.	D.R. Horton	A request by D.R. Horton to move residential land use designations within a project site with no reduction to the acreage assigned to each residential land use.
GPA 2024-04	Yet to be scheduled for public hearing.	Tulare County Office of Education (TCOE) – 4Creeks	A request by the Tulare County Office of Education to amend the Urban Development Boundary to include the project site and redesignate the General Plan Land Use Designation on the project site from Agriculture to Mixed-Use Commercial.

Building Permits

The Engineering and Building Division received a grand total of 5,925 building permits in 2025. This figure includes new construction and renovations; however, staff will focus primarily on new construction for this section. New single-family residential units accounted for 612 of those permits, while 51 were for residential second units and 28 were for new commercial buildings.

In the 2025 calendar year, building staff processed and finaled a total of 4,013 permits. Of that total, there were 335 single-family home production permits, 34 multi-family production permits, and 24 single-family second unit permits.

In the 2025 calendar year, City staff received a total of six residential development proposals to review. The proposals totaled 898 proposed housing units. The housing applications were submitted to the Planning Division for either entitlement or deemed a “by-right” use and reviewed for zoning consistency and development standards or state allowances.

Planning Entitlements and Site Plan Review

The Planning Department also processed a variety of land use permits during 2025, including but not limited to conditional use permits (CUP), variances, subdivisions, and associated environmental reviews. During the past year, the Planning Commission agendas included the following application types:

- 37 Conditional Use Permits
- 19 Tentative Parcel Maps
- 1 Conditional Zoning Agreements
- 6 Tentative Subdivision Maps
- 9 Variance

Of the projects reviewed by the Planning Commission, seven (7) projects were also presented to

the City Council.

Other Plans and Projects

The following discussion summarizes other projects which the City expended substantial efforts in 2025.

Environmental Justice Element

The City began preliminary work on the proposed Environment Justice Element of the General Plan in 2022 to meet the requirements set out by the Department of Housing and Community Development when certifying the City's sixth cycle of the Housing Element Update. The creation of the Environment Justice Element required a considerable amount of time and effort as it involved incorporating goals, policies and implementations found in other areas of the General Plan, and creating goals, policies and implementations relevant to the objectives and goals mandated for the Environmental Justice Element. The Environmental Justice Element was presented to Planning Commission on January 27, 2025, and was recommended for approval by the Planning Commission. The Environmental Justice Element was then presented to the City Council and approved/adopted on February 17, 2025.

Zoning Ordinance/General Plan Update

The City adopted a comprehensive General Plan update in 2014. One of the follow-up actions directed in the 2014 General Plan was to update the Zoning Ordinance. Staff worked with QK, Inc., in 2015 through 2017 to prepare updated Zoning and Subdivision sections and incorporated the Planning Commission's and City Council's input into a comprehensive Zoning and Subdivision Ordinance update. In the 2024 calendar year, staff begun collecting inconsistency or portions of the zoning ordinance which were either conflicting or could benefit from textual "clean-up" for an eventual zoning ordinance update or intermittent correction. Several code updates were presented to the City Council and those zone text amendments to the zoning ordinance were adopted by the City Council in 2025.

Senate Bill 1425 – Open Space

In 2025, Planning staff began preparing for the implementation requirement of the Senate Bill 1425. Senate Bill (SB) 1425 was approved by the state legislature and signed into law by the Governor in 2022. The law requires each local jurisdiction to update the open space element of its General Plan to address the following:

- Access to open space for all residents in a manner that considers social, economic, and racial equity, correlated with the environmental justice element or environmental justice policies in the general plan;
- Climate resilience and other co-benefits of open space, correlated with the safety element; and
- Rewilding opportunities, correlated with the land use element.

Following draft guidelines provided by the Governor's Office of Land Use and Climate Innovation (LCI), Planning Department staff is undertaking a comprehensive review of existing General Plan

documents to determine if the requirements of SB 1425 have been satisfied through existing General Plan policies and related implementation measures. In addition, the City is undertaking a comprehensive parks master facility plan update to guide future investments, policies, and day-to-day operations. The parks master plan will provide a comprehensive framework for parks, recreation facilities, programs, and operations. It will be grounded in measurable service levels, realistic capital and maintenance funding approaches, and broad community engagement.

II. General Plan Elements

The General Plan details the City's guiding principles for a variety of planning topics and is the roadmap for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan. The following eight elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Environmental Justice

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD), although the State Geologist and CalFire provide some oversight of other aspects.

The City of Visalia General Plan consists of the following Elements:

- Land Use
- Historic Preservation
- Circulation
- Parks, Schools, Community Facilities, and Utilities
- Open Space and Conservation
- Air Quality and Greenhouse Gases
- Safety and Noise

Subtopics are included in the elements to meet California's requirements. The following sections address implementation for each of the County's General Plan Elements.

Land Use Element

The purpose of the Land Use Element is to present a framework to guide future land use decisions and development in Visalia, while also enhancing community character and improving the city's look and feel. The element forms the core of the General Plan, and its policies articulate the community's land use and growth management priorities through 2030.

The element includes the Land Use Diagram, land use classifications, standards for density and intensity, and growth boundaries and phasing. The objectives and policies focus on several distinct areas: economic development; urban boundaries and growth management; rural buffer and edge conditions; community design; infill development incentives; residential neighborhoods; commercial and mixed uses; Downtown and East Downtown; industrial land uses; institutional and civic land uses; and the airport. Together, these policies help define Visalia's physical development and reinforce its commitment to balancing land use requirements with community needs and economic growth, while also allowing for flexibility in implementation to respond to the real estate market.

Historic Preservation Element

As the oldest Central Valley city south of Stockton, Visalia hosts an impressive collection of historic sites and structures, including four that are listed on the National Register of Historic Places. Numerous distinctive architectural styles are present in Visalia, concentrated in the city's historic core; particularly notable examples are recorded in the city's local registry.

The Historic Preservation Element features a summary of Visalia's historic resources and its existing historic district. It presents the City's Historic Preservation Ordinance, and identifies other complementary programs, as well as factors that may have the effect of discouraging historic preservation. The Element presents a set of objectives and policies that reflect recommendations of the Historic Preservation Advisory Committee, as confirmed by the General Plan Update Review Committee (GPURC).

Circulation Element

The Circulation Element of the 2030 General Plan is intended to provide guidance and specific actions to ensure the continued safe and efficient operation of Visalia's circulation system. The Element is based on a fundamental philosophy that traffic conditions in the City can be managed through a comprehensive program of transportation planning, land use planning, and growth management strategies. This Element includes provisions for roadways, transit, aviation, pedestrian, and bicycle transportation modes, as well as parking conditions.

The Circulation Element responds directly to the Government Code [Section 65302(b)], which requires "a circulation element consisting of the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, all correlated with the land use element of the plan."

State Law recognizes that circulation and land use are closely related and requires that policies in this Element and the Land Use Element be linked. Careful integration of the City's traffic and circulation policies with its land use policies will ensure that there is sufficient roadway capacity to accommodate traffic generated by planned future development. The City is committed to designing a system of regional routes, local roads, public transit and bicycle and pedestrian pathways that will enhance the community and protect the environment.

The Land Use Element contains policies related to the physical framework for development that the circulation system is designed to serve all transportation users including vehicles, trucks, bicyclists and pedestrians. This Element also addresses landscaping along major streets and planning for street connectivity in new neighborhoods. It discusses how to create pedestrian-friendly environments and design for alternate modes of transportation. The Noise Element of the General Plan includes policies to alleviate noise generated by traffic conditions.

Parks, Schools, Community Facilities, and Utilities

This element presents Visalia's policies and programs for the development and maintenance of parks, schools, and other fundamental building blocks for new neighborhoods to be built over the next two decades. As presented in the Land Use Element, new neighborhoods are designed

to protect and enhance community assets, including small town character and a strong sense of community. Policies in this chapter also reinforce the linkages between schools and parks envisioned in the Transportation Element, with roadways, bikeways, trails, safe routes to schools and pedestrian facilities. Finally, this chapter presents objectives and policies for the fire and police services, water supply and conservation, wastewater and solid waste collection, treatment and disposal, and utilities that are essential to support urban development.

Open Space and Conservation Element

The Open Space and Conservation Element establishes policies for the conservation of natural resources in Visalia. The Element addresses open space resources; land resources including farmland and minerals; water resources including groundwater and waterways; biological resources; and cultural and historic resources. Air quality and greenhouse gases are also important environmental issues for the Planning Area and are addressed in Chapter 7.

The City of Visalia defines open space as any parcel of land or body of water that is essentially unimproved and undeveloped or is used for recreation. This includes agricultural land, recreation areas, areas with hazardous conditions, and conservation areas as well as open space to shape and limit urban form. Currently there are approximately 39,760 acres in agricultural use, accounting for 65 percent of all land in the Planning Area. In addition, there are about 400 acres of land in and along waterways or canals, and 1,167 acres of park land.

Air Quality and Greenhouse Gases Element

Visalia is located in the San Joaquin Valley Air Basin (SJVAB). The Air Quality monitoring has been conducted in the SJVAB for many years. While new and innovative pollution controls have made the San Joaquin Valley Air Pollution Control District (SJVAPCD) a leader in the rate of improvement, the region is not in attainment for numerous criteria air pollutants and the air basin still has poor air quality. Much of this pollution is attributed to the Valley's topography, meteorology, two major highways, and intensive agricultural uses. In 2011, the major sources of air pollution in the San Joaquin Valley were heavy duty trucks, other mobile sources, autos and light trucks, and fuel combustion from stationary sources. Ozone and particulate matter are the two largest contributors to the Valley's poor air quality. The causes and effects of these and other air pollutants are discussed in the next section. The California Air Resources Board (CARB) operates a regional network of air pollution monitoring stations that provide information on ambient concentrations of criteria air pollutants and toxic air contaminants. In Tulare County, CARB measures certain air pollutants, such as carbon monoxide (CO), ozone (O3), nitrogen dioxide (NO2), and particulate matter less than 2.5 microns in diameter (PM-2.5). Data is collected at five active air quality stations located in Tulare County. The station in Visalia is on North Church Street

Safety and Noise Element

The purpose of the Safety and Noise Element is to identify the natural and man-made public health and safety hazards that exist within the City, and to establish preventative and responsive policies and programs to mitigate their potential impacts. This Element addresses geologic hazards, flood hazards, hazardous materials, wildfire hazards, and safety services. It also includes policies on natural hazards mitigation planning, which respond to the Federal Disaster Mitigation

Act of 2000 and the Federal Emergency Management Agency's implementing regulations and support the County's Multi-Jurisdictional Local Hazard Mitigation Plan. Airport safety is addressed in the Land Use and Circulation Elements, as well as in the Noise section of this chapter. The purpose of the Noise section is to identify the noise sources that exist within the City, and to establish policies and programs to mitigate their potential impacts through both preventative and responsive measures. The regulation of some noise sources such as railroad operations and aircraft operations is overseen by state and federal agencies. This element has a direct correlation with the land use, circulation, and housing elements. It guides the location of industrial land uses and transportation facilities, since they are common sources of excessive noise levels. This element also guides the location of particularly noise– sensitive uses, such as residences, schools, churches, and hospitals, so that they may be less affected by noise.

III. General Plan and Zoning Code Updates

The City comprehensively updated its General Plan on October 14, 2014. One of the follow-up actions was to update the City's Zoning Code per the direction provided in the General Plan. During the past several years staff has been working to update the Zoning Code based primarily on state changes to housing law.

IV. Conclusion

The General Plan is the City's constitution and guiding vision. Due to the world's ever-changing nature, upkeep and maintenance of the General Plan is a continuous process. The City implements the General Plan's vision on a day-to-day basis in its many planning projects and strives to include the public in the decision-making process.

The City provided leadership and participated in many planning activities in 2023, as identified in this report. It continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures.

Appendix A

Government Code Section 65400

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments. The report may include the number of units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

Visalia City Council

Staff Report

File #: 25-0521 **Agenda Date:** 1/20/2026 **Agenda #:** 6.

General Plan reserve area appropriation and contract award - Appropriate an additional $25,000 from the General Fund and authorize the City Manager to award the contract for professional services for preparation of reserve area land use designations, specific plan for potential industrial land uses and program environmental impact report to QK, Inc. for a total amount not to exceed $491, 517.

Deadline for Action: 01/20/2026

Submitting Department: Planning and Community Preservation

Contact Name and Phone Number:
Jarred Olsen, Principal Planner, jarred.olsen@visalia.city, (559) 713-4449;
Devon Jones, Economic Development Manager, devon.jones@visalia.city, (559) 713-4190;
Paul Bernal, Planning and Community Preservation Director, paul.bernal@visalia.city, (559) 713-4025

Department Recommendation:
Appropriate an additional $25,000 to CIP0671, in anticipation for the preparation of a Water Supply Assessment (WSA) that will need to be prepared by Cal Water's consultant, and authorize the City Manager to award the contract for Request for Proposals (RFP) 24-25-55 - *"Professional Services for Preparation of Reserve Area Land Use Designations, Specific Plan for Potential Industrial Land Uses and Program Environmental Impact Report"* (herein referred to as "RFP No. 24-25-55") to QK, Inc. for a total amount not to exceed $491,517 (Capital Improvement Project (CIP) #CP0671). Please note, QK, Inc., fee schedule includes an optional fee/task in the amount of $7,000 for the preparation of a Water Supply Assessment (WSA), should the California Water Service ("Cal Water") allow the City (or its consultant) to prepare a WSA; however, Cal Water is not obligated to permit the preparation of the WSA by the City's consultant and thus may require the preparation of the WSA by their own consultant.

Summary:
In February 2025, the City Council received a presentation on the results of the industrial land inventory analysis (ILIA). One of the main recommendations of the ILIA was to designate 405 acres of additional industrial land within the reserve area located near State Route (SR) 99 and Caldwell and SR99, to help address the anticipated shortfall of available industrial development space through 2033 and ensure the City could continue to realize industrial development opportunities. The reserve area is particularly suitable for this designation due to its proximity to SR99 and the Caldwell Avenue interchange, enhancing transportation connectivity. In addition to the ILIA, there is extensive interest from property owners who own property in the reserve area who are seeking to develop their

property with urban uses, which resulted in two development considerations submitted through the County of Tulare's land review process due to this area not having designated land uses under Visalia's General Plan.

Based on the interest in the area, the City Council received a presentation and report on the reserve area and appropriated monies towards CP0671 to hire a consultant to help with identifying and establishing land use designations for the reserve area, preparing the appropriate environmental document, and updating the General Plan. This resulted in the City issuing a corresponding RFP.

Discussion:
At the February 18th City Council meeting, Council appropriated funds and directed staff to hire a consultant to help with identifying and establishing land use designations for the Reserve area and update the General Plan and issue a corresponding RFP.

RFP No. 24-25-55 was advertised beginning July 11, 2025, and closed on August 21, 2025. The project received the following four proposals:

- QK, Inc. - Visalia, CA
- Provost & Pritchard Consulting Group - Clovis, CA
- 4Creeks, Inc. - Visalia, CA
- Precision Engineering, Inc. - Fresno, CA

Proposals were evaluated based on the following criteria:

- Merit of Proposals Submittal / Presentation (15 points)
    - Proposal thoroughness
- Knowledge and Expertise of Personnel/Firm (25 points)
    - Capability of personnel
    - Firm qualifications and experience
    - Knowledge and expertise in preparation of comprehensive specific plans and zoning codes
    - Knowledge of contemporary CEQA practices and environmental issues
- Understanding of Project (25 points)
    - Knowledge of project and requirements
    - Ability and resources to develop a detailed, professional, and technically sound specific plan and Program EIR, and establish land use designations in accordance with State law
- Record of Past Performance (25 points)
    - References
    - Ability to work effectively with City staff, other public agencies and related parties.
    - Demonstrated ability to complete work tasks within project timelines and budget.

  - Satisfactory record of ability to perform on similar projects
  - Project work in Tulare, Kings, and southern Fresno counties
- Timeline (5 points)
  - Demonstrated efficient and flexible allocation of time resources focused on completing the tasks within the City's timeframes
- Local Knowledge Preference (5 points)
  - Familiarity with the City of Visalia, its policies, ordinances, and procedures

QK's proposal was determined to be the most qualified for this project based upon the aforementioned criteria, and as a result, staff recommends that the City Council award a contract to QK, Inc. and their project team, which includes project partners Bollard Acoustical Consultants, Kosmont Companies, and Yamabe & Horn Engineering, Inc. QK, Inc. and its team, as part of its scope of work [Exhibit "A" of the Agreement (Attachment 3)] will identify the following items and conduct the following services in coordination with appropriate City staff:

- Public outreach via social media and study sessions with Planning Commission and City Council.
- Preparation of land use and circulation alternatives and preparation of a fiscal analysis report, for approval by Council.
- Preparation of an Industrial Specific Plan, with design standards, wastewater and water system diagrams.
- Preparation of a Program Environmental Impact Report (EIR) and its technical studies, with focus on air quality, biological and cultural resources, greenhouse gases, noise, and traffic.

Upon reviewing the fees proposed by QK, Inc. [Exhibit "B" of the agreement (attachment 3], staff found that the fee was higher than what was previously appropriated by Council on February 8th. Several questions were asked during the proposers' conference with regards to flexibility on the budget. Given recent legal challenges to industrial projects, and the recent adoption of Assembly Bill 98 (2024), the necessity for more technical studies and additional environmental review justifies the additional cost. QK's tasks will be performed at a fixed cost, ensuring that cost overruns for in-scope work would not occur. Additionally, some of these technical studies needed for preparation can be re-used in a future General Plan update. Lastly, City staff intend to prepare a Specific Plan implementation fee that would be imposed on development within the Specific Plan that would reimburse the City for the Specific Plan area's fair share of this effort's costs, which would over time reduce the City's cost burden.

In addition to the QK contract, Cal Water is required by California law to prepare a WSA for the project. Based on correspondence with applicants whose own projects required the preparation of a WSA, it is anticipated that an additional $40,000 will be needed in order for Cal Water's consultant to prepare the WSA. While QK is capable of preparing a WSA for significantly less than what is estimated by Cal Water. Nevertheless, as good stewards of taxpayer dollars and its preference for local firms, staff will work diligently to keep costs down by discussing with Cal Water the ability to use local firms. The proposed agreement with QK includes a WSA as an optional task, should the opportunity arise.

Fiscal Impact:
Approval of staff's recommendation would appropriate an additional $25,000 from the General Fund specifically for this project. A total of $500,000 is currently budgeted in the CIP under CP0671. As mentioned above, City staff intend to recover some of these funds through an implementation fee that would be imposed on development within the Industrial Specific Plan area.

Prior Council Action:

- On June 10, 2022, the City Council approved the budget for FY 2022/23 and 2023/24, which included $60,000 for the preparation of the ILIA (CIP #CP0536) and $150,000 towards funding for the reserve area (#CP0532). Funds from CP0532 were transferred to CP0671.
- On July 17, 2023, the City Council awarded a contract to 4Creeks, Inc. in an amount of $60,000 for the preparation of an ILIA (CIP #CP0536).
- On June 17, 2024, the City Council approved the budget for FY 2024/25 and 2025/26, which included CP0671 and appropriated $130,000 towards it.
- On February 3, 2025, the City Council received the ILIA report and requested staff to come back to discuss potentially proceeding with the recommendations of the report.
- On February 18, 2025, the City Council received the report on the reserve area and appropriated an additional $170,000 towards CP0671 to hire a consultant to help with identifying and establishing land use designations for the reserve area and update the General Plan and issue a corresponding RFP.

Other: N/A

Alternatives:
The City Council may, in lieu of the recommendation, consider any of the following alternatives:

1. May elect not to appropriate additional funds nor award the contract for RFP No. 24-25-55.
2. Continue the matter to a future City Council hearing for additional information per Council direction.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the appropriation of an additional $25,000 from the General Fund and authorize the City Manager to award the contract for professional services for preparation of reserve area land use designations, specific plan for potential industrial land uses, and program environmental impact report to QK, Inc. for a total amount not to exceed $491,517.

Environmental Assessment Status: This item is exempt from California Environmental Quality Act, Public Resources Code sections 21000 et seq. ("CEQA") and 14 Cal. Code Re. sections 15000 et seq. ("CEQA Guidelines"). The analysis conducted is not for any particular project or action that would result in a potentially significant physical impact on the environment.

Attachments:

1. RFP No. 24-25-55
2. Addendum 1 to RFP No. 24-25-55

3. Agreement with Scope of Work and Fees
4. Ownership Disclosure

CITY OF VISALIA, CA
REQUEST FOR PROPOSALS
RFP NO. 24-25-55

Preparation of Reserve Area Land Use Designations, Specific Plan for Potential Industrial Land Uses and Program Environmental Impact Report

DESCRIPTION:

The City of Visalia invites qualified firms to submit a Proposal for the establishment of land use designations for the Reserve Area; the development of a specific plan for any potential industrial land use designations; and, the preparation of an associated Program Environmental Impact Report.

PROPOSER CONFERENCE:

On Wednesday, July 30, 2025 at 10:00 a.m. PST, an informational proposer conference will be held via TEAMS. To pre-register for this conference and obtain the link or call-in instructions, please email your contact information to purchasing@visalia.gov. This is an opportunity to ask questions regarding the project and the Request for Proposal requirements.

SUBMITTAL DEADLINE:

One (1) unbound original and four (4) copies, plus one (1) copy on a flash drive must be received no later than: 2:00 p.m. PST on Thursday, August 21, 2025. *Proposals received after the time and date stated above shall be returned unopened to the proposer. Emailed proposals will not be accepted*

SUBMITTAL INSTRUCTIONS:

Addressed to:	Purchasing Division 707 W. Acequia Avenue, Visalia, CA 93291
From:	Proposer's Name & Mailing Address
Mark envelope:	RFP No.24-25-55, Reserve Area Plan

DELIVERY OF PROPOSALS:

When sending the proposal via Fed Ex, UPS, etc., it is the responsibility of the Proposer to ensure that submittals are received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Deliveries are not received when the office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, submitting proposals via U.S. Mail is not recommended as there could be a delay in receiving by the deadline. Proposals must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

INQUIRIES:

Questions/clarification of this document should be addressed to the Purchasing Division (559) 713-4334. To prevent misinterpretation, the Purchasing Division prefers that all questions be sent in writing via email to purchasing@visalia.gov.Questions may be asked at any time prior to, but no later than Monday, August 4, 2025 at 4:00 pm.

CITY OF VISALIA
REQUEST FOR PROPOSAL
RFP 24-25-55

SEALED PROPOSALS will be received by the Purchasing Division located at 707 West Acequia, Visalia, CA 93291, until 2:00 p.m. PST on Thursday, August 21, 2025 for the following:

Preparation of Reserve Area Land Use Designations, Specific Plan for Potential Industrial Land Uses and Program Environmental Impact Report

An informational proposal conference will be held on **Wednesday, July 30, 2025 at 10:00 a.m. PST via TEAMS.** To pre-register for this conference and obtain the link or call-in instructions, please email your contact information to purchasing@visalia.gov.

RFP and Contract documents may be obtained in the office of the Purchasing Division, 707 W. Acequia Ave., Visalia, CA 93291, by calling (559) 713-4334, emailing your request to purchasing@visalia.gov or may be downloaded from BidNetDirect by registered users. To register with BidNetDirect, please see the City's website visaliapurchasing.org.

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 age, race, religion, creed, 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 a 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.

The right is reserved by the City of Visalia to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates: 07/11/25 & 07/16/25

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Non-Collusion Affidavit
Workers Compensation Insurance Certificate
Equal Employment Opportunity Compliance Certificate
Bidder's Statement on Previous Contracts Subject to EEOC
Americans with Disabilities Act Compliance Certificate
Ownership Disclosure and California Levine Act Statement
Drug Free Workplace Certificate
Iran Contracting Act Certification

Sample Professional Services Agreement (Do not submit with proposal)

Under Separate Attachment:
Attachment A – Reserve Area Property Owners Map

I. DEFINITIONS

For the purposes of this RFP NO. 24-25-55, 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 Proposal in response to the Request for Proposal.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" or "Project" refer to Request for Proposal No. 24-25-55.

II. INTRODUCTION

A. Information

The City of Visalia is requesting proposals from qualified consulting firms experienced in cost-conscious professional planning and environmental services for: the establishment of land use designations for the entire 980-acre Reserve Area; the development of a specific plan for any potential industrial land use designations established for the City's designated Reserve Area, including design requirements enacted with the passage of Assembly Bill 98, and establishment of architectural requirements for any industrial building design; and, the preparation of an associated Program Environmental Impact Report (EIR); as well as any other planning and technical services necessary to support this scope of work.

This RFP is the first step in the consultant selection process. The City may request additional information of respondents but this is strictly optional. City staff intends to identify all interested parties with this RFP and to bring the proposals along with any additional necessary information to make an informed recommendation to City Council for final consideration of action.

This RFP is being issued and received by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this RFP should be directed to the Purchasing Division, at (559) 713-4334 or via email at purchasing@visalia.gov.

Any revisions to the RFP will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above email address. Proposers are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposals.

B. Background

Community Background

Visalia is located east of State Route 99 and along State Route 198. The City's population is approximately 146,000 but captures a market of approximately 630,000 people in the surrounding Tulare, Kings, and Southern Fresno County area. Visalia is at the heart of the San Joaquin Valley, which is one of the most productive agricultural regions in the world (Tulare County is the top dairy and milk producing county in the nation). It has a very well-balanced economy with a diverse mix of industrial, retail, service, governmental, and professional office activities. Visalia serves as the County Seat for Tulare County and is home to the area's largest hospital, Kaweah Health. Visalia is centrally located near Highway 99 between San Francisco and Los Angeles, making it an ideal place to live and conduct business. Numerous Fortune 500 companies have located to Visalia because of its high quality of life and unmatched ability to offer a location that gets product to 99 percent of Californians overnight.

Located at the base of the Sierra Nevada's, Visalia also welcomes thousands of visitors each year who trek to marvel at the majesty of the Giant Sequoia Trees. The Giant Sequoia Trees were nominated to be named the 8th Wonder of the World by Virtual Tourist. With two National Parks within a short driving distance, the region offers an abundance

of outdoor adventure and natural tranquility. Visitors enjoy hiking, biking, camping, swimming and more. The Majestic Mountain Loop is a bus tour route that allows participants to visit 3 National Parks in 3 days: Sequoia, Kings Canyon and Yosemite.

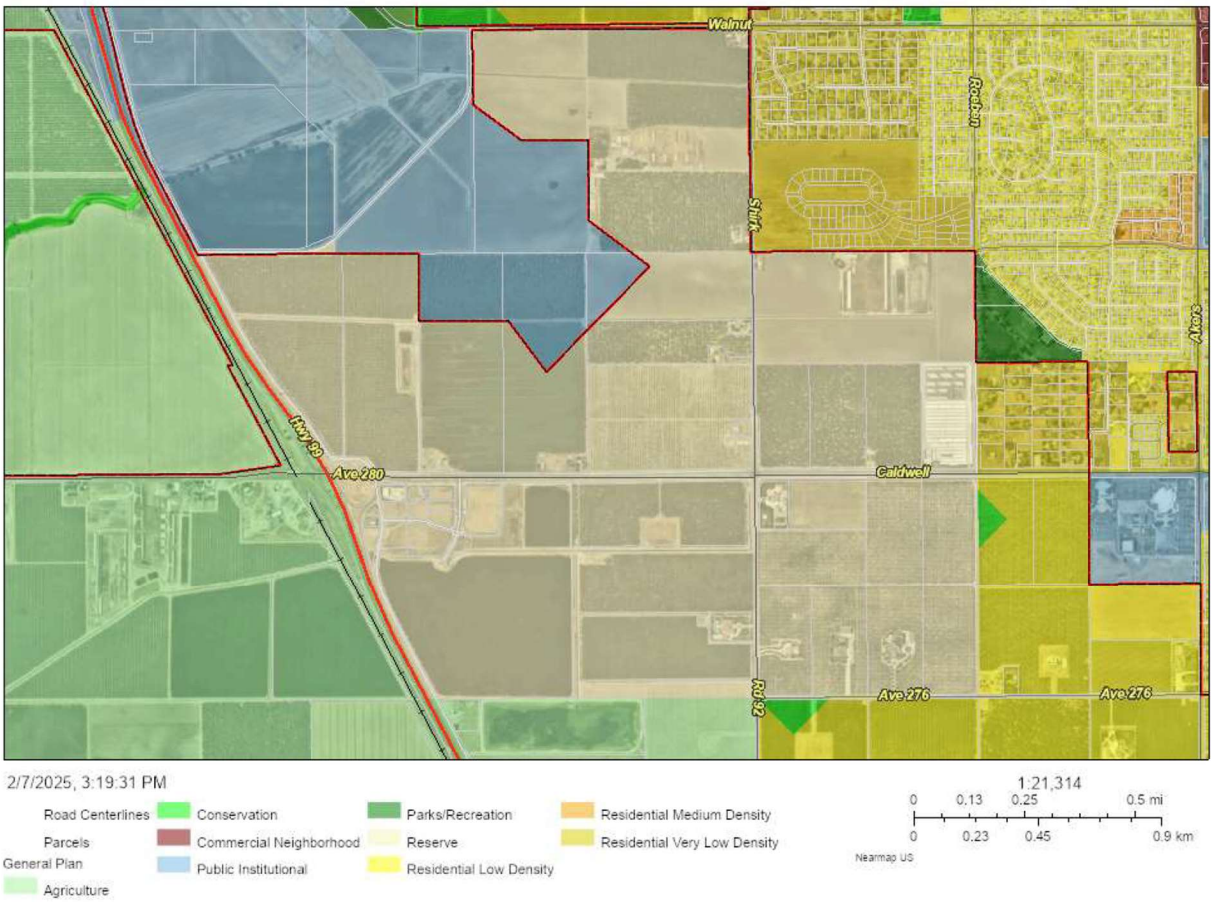
Downtown Visalia is one of the most remarkable and charming features of Visalia. Located just north of State Highway 198, the downtown has served as the city's epicenter for social culture and local business since 1852. Structurally, Downtown Visalia represents a mix of historically preserved buildings and newly renovated spaces that combine to showcase the area's rich history and promising future.

Project Background

In 2024, an Industrial Land Inventory Analysis (ILIA) was commissioned and completed that, among other conclusions, recommended the City designate 405 acres of additional industrial land use designation within the City's Reserve area land use designation, located adjacent to the Visalia Airport, north of Caldwell Avenue and west of Shirk Street. This was recommended based on findings of the ILIA that anticipates a shortfall of available industrial development space through 2033. The additional industrial land will assist the City to continue to realize industrial development opportunities. The Reserve area is particularly suitable for the industrial land use designation due to its proximity to State Route 99 and the Caldwell Avenue interchange, enhancing transportation connectivity. Furthermore, the site's proximity to the airport provides a unique opportunity to leverage this asset for specialized manufacturing or uses that benefit from air freight services.

The entirety of the City's Reserve area is in the southwest quadrant of the community and is bounded by the Visalia Airport and Walnut Avenue to the north, Caldwell Avenue to the south, Roeben Street to the east and SR 99 to the west and consists of approximately 980 acres (see image below).

Reserve Area



During the adoption of the 2030 Visalia General Plan in 2014, the City Council elected to forgo establishing specific land use designations in this southwest quadrant of the City. Suggestions of a *"Specialty Regional Retail"* or a *"Airport Industrial"* designation gave way to a non-specific *"Reserve"* land use designation. The City Council, at that

time, concluded that this Reserve area would remain agriculture for the foreseeable future. The Reserve land use designation would be analyzed in the General Plan EIR as Commercial land use since that was the most intensive land use relative to potential environmental impacts. The City Council also directed staff to draft Land Use policies corresponding to this designation in concert with their vision for the circumstances under which either or both areas would develop in the future. For instance, Land Use Policy LU-P-33 in the adopted General Plan identifies variables that the City Council can consider when considering new urban uses in this area. If Council concludes there are several factors warranting further analysis, they may direct staff to begin the process of identifying land uses for the Reserve area.

Land Use Policy (LU-P) 33 specifically states:

> Designate land areas for future development to be considered (if at all) under separate criteria from Citywide growth under Policy LU-P-19 (Urban Boundaries). These areas shall be designated for "reserve" and remain in agricultural zoning until they are designated and pre-zoned for an appropriate urban land use through the City's General Plan Amendment and Change of Zone process. These areas may be re-designated and pre-zoned for an appropriate urban use upon the following findings as reviewed by the Planning Commission and decided on by the City Council:
>
> 1. The proposed uses and intensity of development are consistent with all applicable policies and constraints as contained in the Visalia Airport Master Plan.
> 2. Property is adequately served or will be adequately served by public facilities including streets, sewerage, police and fire protection, water supply, and other required facilities to be fully funded by the proposed development(s).
> 3. Properties located within the previous development boundary or under the land use designation being proposed within the area are already being developed, or do not provide the likelihood of being developed in a timeframe appropriate to meet the needs of the community.
> 4. Properties are determined to provide a significant social economic benefit to the community.
> 5. There is a determined to be a Community-level need for the proposed use, including lack of sufficient acreage already designated for the proposed scale and intensity of the proposed use.

The substantial amount of Reserve acreage was established based upon anticipation that future growth would extend from the immediate Airport zoned land and eventually south and eastward to both sides of Caldwell Avenue. Land uses that could be considered in this area include Industrial, Commercial and Residential.

Based on the policy language and the City's findings, the City now seeks a consultant to assist in identifying and adopting land use designations in the Reserve area, as well as developing a specific plan for any presumed industrial planned land uses of the Reserve area including design requirements enacted with the passage of Assembly Bill 98, and should also establish architectural building elevation requirements for any industrial building design, and developing the associated Program EIR for the land use update process. The City's interest in seeing development occur in the Reserve area, based on appropriate land use designations consistent with our General Plan and surrounding uses, is paramount to ensuring that development of this area is consistent, compatible with, and complimentary to the city as a whole.

Due to the Reserve area's proximity to the City's airport, land use designations within this area must be consistent with the adopted Tulare County's Comprehensive Airport Land Use (CALUP). The City's airport zone regulations follow the CALUP which includes a comprehensive list of compatible (allowed) vs. prohibited land uses per airport safety zone. Included under the Scope of Services discussion is a Property Owner and Known Project Map that indicates the airport safety zones. The Reserve area includes several airport safety zones that will dictate the appropriate land use designation based on compatibility requirements within these zones.

There are four known development interests in the Reserve area, expressed through submittals to the County of Tulare's Project Review Committee over the last several years. While this project will require the selected consultant to conduct outreach to all known property owners in the Reserve area, these four known development projects should also be considered through the process. Below is more detail on each of these known development interests.

- Sequoia Gateway Commerce and Business Park Specific Plan: (2nd Addendum adopted 2022)
  The Sequoia Gateway Commerce Center project is a specific planned development on 127 acres that was approved by the Tulare County Board of Supervisors in 2018 and has begun developing in the County. Currently, there is a gas station/convenience store and Dutch Bros coffee shop. There are many other elements potentially underway, such as medical office uses, restaurants, and a hotel. The development agreement between Tulare County and Sequoia Gateway, LLC expressly states a consent to annexation into the City, subject to the City's acceptance of the terms and conditions of their specific plan and the development agreement itself. Therefore, the City would essentially accept the Sequoia Gateway Specific Plan for this portion of the Reserve area.

- Faria and Sons: (2020 and 2021)
  A proposed Tulare County Zone Change from AE-20 to C-2/3 on two parcels totaling approximately 75 acres to develop a variety of commercial buildings. The original conceptual site plan for the proposed commercial development includes commercial retail, office, medical office, gas station and convenience store, drive through restaurants, restaurants, and hotels. Several uses proposed are prohibited in Airport Safety Zone 3, of which a portion of this proposed project is in.

- Dhillon: (2024)
  A proposed gas station and convenience store on a 17.81-acre parcel that is located in the Tulare County AE-20 zone. The approximate 2-acre project site is located on the northeast corner of Shirk Street and Caldwell Avenue. The site is within Airport Safety Zone 2 and as such, a gas station would be prohibited. The property owner is interested in commercial development of some sort on their property that aligns with the Airport Safety Zones and eventual land use designations of their property.

- Vander Weerd: (2021 and 2024)
  This is named the High Sierra Estates single family residential project. The proposed single family residential development entails 57 single family lots, each approximately 1 acre in size on an approximate 80-acre site. The proposed site is currently operating Shirk Dairy and is located east of Shirk Street and along the eventual extension of Whitendale Avenue. The site is in Airport Safety Zone 6 and as such, single family residential development would be compatible if inhabited residential structures meet California Noise Standards and are designed to achieve an interior noise level of 45 dB CNEL or less, if aircraft noise is expected to exceed 60 dB CNEL in this area.

C. Purpose and Objective

The intent of this request is to seek proposals from interested professional consulting firms for:

1. Designation of land uses for the entire Reserve Area.

2. Preparation of a specific plan for all "Industrial" acreage established within the Reserve area, which feasibly could be located adjacent to the Visalia Airport, north of Caldwell Avenue and west of Shirk Street. Specific plan preparation should also consider design requirements to address standards enacted with the passage of Assembly Bill 98 and should also establish architectural requirements for any industrial building design.

3. Completion of an associated Program Environmental Impact Report or Master Environmental Impact Report (depending on further discussion of City needs with selected consultant) for the Reserve Area.

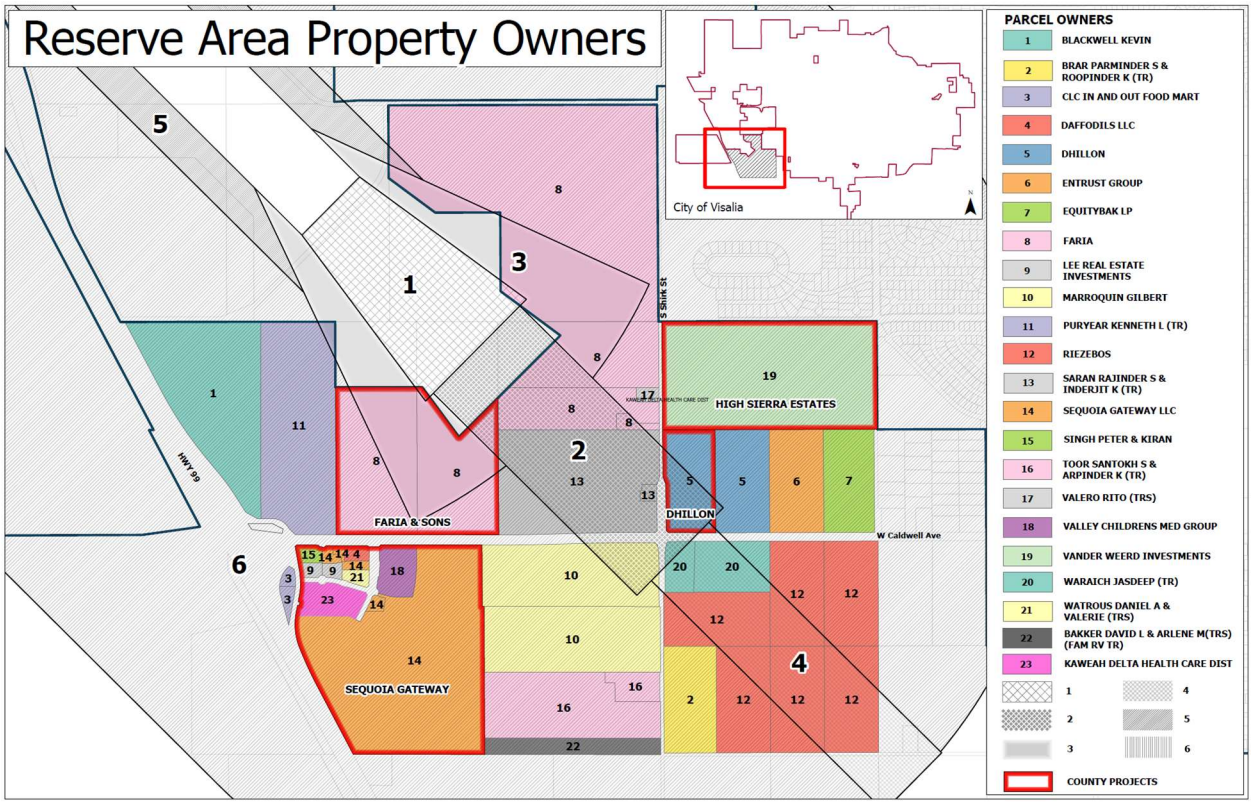
Other planning and technical services associated with this project to be performed by the selected Consultant include establishing and carrying out any necessary public outreach, preparation of any technical studies necessary for the Specific Plan or Program EIR, and preparation of a land use diagram and any other necessary illustrations. The City is seeking these services in order to realize the development potential for this area under City jurisdictional purview and development standards. The City believes some of this development potential is in the form of industrial uses that would be complemented by the site's proximity to the Visalia Airport and State Route 99 and the Caldwell Avenue interchange. The adopted specific plan should provide legally binding entitlements for properties included in the specific plan area.

The firm selected by the City as the most qualified for the cost to perform the requested work will be required to enter into an agreement, similar to the attached, with the City. The interested firms responding to this solicitation are hereinafter referred to as "Consultants". A joint venture of consultants is acceptable to accomplish the anticipated Scope of Services discussed below. In such case one composite proposal shall be submitted by the firm that will perform as the "prime".

III. SCOPE OF SERVICES

A. Required Product

The consultant team should propose a scope of services to prepare and establish land use designations for the entire Reserve area, and prepare a specific plan for those land area(s) designated for Industrial development which could be adjacent to the airport, north of Caldwell Ave and west of Shirk St (see attached Property Owner and Known Project Map pictured below) that is consistent with California State Government Code Sections 65450-65457. This area should be studied in order to build compatible uses that the City believes should include industrial uses.



The future specific plan should include the following components at a minimum, consistent with the programs and policies of the 2030 Visalia General Plan and any input gathered from community members and other stakeholder agencies:

- The distribution, location, and extent of proposed land uses in the study area;
- Detailed guidance on phasing and subdivision that accommodates the development envisioned for the study area;
- Multi-modal circulation and emergency access system needed to support the land uses in the plan;
- Circulation truck routes in accordance with State Assembly Bill 98;

- Necessary infrastructure and services including emergency fire and public safety response, sewer and wastewater, water service, drainage, solid waste disposal and recycling, energy provision and conservation, stormwater quality and capacity, water reuse and conservation, and other essential facilities proposed to be located within the specific plan area and needed to support the land uses described in the plan;
- Standards and criteria by which development will proceed, including objective development and design standards tailored for this area, taking into consideration the visibility of this area from State Route 99 and the communities potential interest in an aesthetic entry way into the City from the Caldwell Avenue interchange;
- A program of implementation measures including regulations, programs, infrastructure projects, and financing measures necessary to implement the specific plan;
- Analysis of the relationship of the specific plan to the City's General Plan, including the identification of any General Plan amendments necessary for consistency;
- An evaluation of the economic feasibility of the specific plan;
- A fiscal analysis of potential revenues and expenses (both one-time and ongoing) to be considered by the City. Potential revenue sources include but are not limited to property tax, sales tax, school impact fees, and development impact fees. Revenue sources to (re)cover the cost of preparing the specific plan should be considered.

The proposed specific plan scope of services should include all tasks necessary for the process of developing and adopting a specific plan, including a complete and comprehensive program of community engagement, planning-level technical studies, development of planning concepts, CEQA analysis, and completion of any zoning or general plan amendments necessary.

It is anticipated that there will be significant community interest in this project. The proposed scope of work will need to include sufficient budget and designated staff or sub-consultant support for community outreach efforts. In addition to community engagement, the consulting team should also plan a series of meetings with the City Council and Planning Commission to provide updates and receive direction, as well as meetings for adoption.

The City envisions that the specific plan will be presented in the form of a usable document that is frequently consulted by staff, stakeholders, and the public when considering land use decisions. The document shall be technically sound and accurate while also accessible and meaningful to the general public. The document shall have the ability to be easily revised to accommodate future General Plan updates and amendments. Final editions of the land use diagram shall be able to be integrated to the City's developed GIS system.

The selected Consultant team will also prepare a Program EIR, or Master EIR, depending on further discussion of City needs with selected consultant, for the land uses designated within the Reserve Area and Specific Plan component. The City anticipates the specific plan and land use designations for the reserve area will require an extensive environmental process due to several factors including recent legislation that impacts industrial development (State Assembly Bill 98). Although the City's General Plan EIR analyzed this area as Commercial land use since that was the most intensive land use relative to potential environmental impacts, the consideration of establishing new land uses in the reserve area under today's environmental factors should be analyzed with consideration on several new mandates enacted at the State level including Vehicle Miles Traveled (VMT) and AB 98. These new laws have drastically shifted the landscape on transportation and industrial development that were not enacted when the City adopted and certified the General Plan's EIR. The Program EIR should identify any feasible alternatives and mitigation measures to reduce any significant impacts while also providing a well-documented environmental record.

The City anticipates this entire process taking between 18-24 months. The City anticipates the project to be completed by a full-service firm or team of firms representing a range of disciplines including land use, environmental, engineering, community engagement, transportation, and other required topics. The proposed scope of work should also include CEQA analysis and a program EIR to environmentally clear a project application for the Reserve Area in the future.

The City anticipates that there may be a continued process of scoping and confirming assumptions in collaboration with the selected consultant team before the project contract is executed and the planning process is initiated. Submitted scopes of work should state assumptions about data availability, necessary technical studies, or other technical coordination that is anticipated between the City, the specific plan team, and a future development applicant.

B. Services of the Consultant

The selected Consultant will be expected to perform the following tasks related to the project. These tasks represent the expected services that the selected Consultant will provide to the City. The Consultant is also invited to suggest additional and/or alternative tasks which may be suitable for the process.

Meetings

- Plan and facilitate meetings as specified under the Meetings heading.
- Attend public hearings with Planning Commission and City Council, and attend additional meetings as needed with City staff and/or Reserve area property owners and/or stakeholders in which the Consultant will be required to present progress reports, provide follow-up information, and respond to questions.
- Meet and confer with other local, regional, state, and federal agencies as necessary to identify and address concerns and comments.

Staff Consultation and Identification of Issues

- Assist City staff in developing a detailed work program and timeline for preparing and carrying out the project. Assist City staff in identifying any additional tasks not identified in this RFP.
- Determine and make recommendations on necessary background and technical research, including, but not limited to, air quality impacts, and climate change impacts.
- Make a base line determination with respect to the physical, natural, economic, environmental, and social conditions for use with the specific plan, land use designations, and EIR.
- Analyze potential residential densities of sites compared to the carrying capacity of the land.
- Identify potential significant environmental impacts which may occur as a result of implementation of the project.
- Develop potential mitigation measures to reduce significant environmental impacts to a less than significant level, or if not possible, to the extent feasible, and discuss potential mitigation measures which could aid in the City's interest toward minimizing unnecessary outward physical growth.
- Identify significant and unavoidable environmental impacts as a result of implementation of the project. Assist the City in preparing defensible findings for Statements of Overriding Considerations.

Program, or Master Environmental Impact Report

- Prepare a Notice of Preparation, Initial Study, Notice of Completion, Notice of Determination, and if necessary, a Statement of Overriding Considerations.
- Prepare and submit an Administrative Draft of the EIR, including technical studies and appendices, for review and editing. Provide one (1) unbound copy and one (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Evaluate City comments of the Administrative Draft EIR and incorporate changes directed by staff into a Draft EIR.
- Prepare and submit a Draft EIR, including technical studies and appendices. Provide one (1) unbound copy and (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Assist the City in evaluating and formulating responses to comments received on the Draft Environmental Document during public review period and the resulting changes to the Draft EIR.

- Prepare and submit a Final EIR, including technical studies and appendices, and incorporating comments of City staff. Provide one (1) bound copy and one (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Assist in preparation of findings necessary to adopt or certify the Final Environmental Document, including a Statement of Overriding Considerations, if needed.
- Prepare a draft and final Mitigation Monitoring and Reporting Program, if needed.

Specific Plan and Land Use Map Designations for the entire Reserve Area

- Prepare and submit Draft and Final Background Studies. Provide one (1) bound copy and one (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Prepare and submit a specific plan summary. Provide one (1) bound copy and one (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Prepare and submit a Final specific plan. Provide one (1) bound copy and one (1) digital copy containing Microsoft Word and Adobe Reader (pdf) versions of the document.
- Diagrams depicting the proposed project and the area affected by the specific plan and identified land uses.
- The development uses being proposed, and their process for entitlement (permitted by right or conditionally allowed) and the proposed distribution of land uses if the specific plan proposes multiple land uses (i.e., residential, commercial, public, industrial).
- Provide site-specific land use regulations including architectural / design standards for commercial and industrial development.
- A plan for infrastructure and services to support the specific plan.
- A financing plan to carry out the project.
- A statement of the specific plan's consistency with the City's General Plan.

C. City Responsibilities

1. Compensate the Consultant as provided in the contract agreement.

2. Provide a "City Representative", who will represent the City and who will work with the Consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who will provide the following services:

    - Provide information consisting of relevant materials and reports from the City's files and databases for the purpose of minimizing background research costs charged by the consultant.
    - Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto.
    - Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.
    - Process invoices submitted by Consultant.
    - Provide Consultant with information, maps, and other documentation necessary for completion of Consultant's work.
    - Act as coordinator between Consultant and other City representatives.
    - Actively participate with the Consultant in presentation of material in all public forums, workshops, meetings, and hearings.

D. RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public	July 11, 2025
Informational Proposal Conference @ 10:00 am PST	July 30, 2025
RFP due at 2:00 pm at Purchasing Division, 707 W. Acequia Ave	August 21, 2025
Short list established and vendors notified	*September, 2025*
Interviews/Presentations with short-listed vendors (if required)	*September, 2025*
Second interviews (if required)	*TBD*
Award of Contract @ City Council Meeting	*TBD*
Contract Begins	*TBD*

Italicized items and dates are at the City's option. The City reserves the right to award contract solely on the basis of proposal content.

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Please provide four (4) bound copies, one (1) unbound copy, and one (1) digital copy of your proposal. Those companies who propose to joint venture a response are asked to respond as a single entity with a designated lead entity and person who will be authorized to respond on behalf of the group.

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

A. General Information

- Firm name, address, telephone number and email address.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone and fax numbers if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
  a. Small Business.
  b. Disadvantaged Business.
  c. Minority and/or Women-Owned Business.
- Provide your Federal Tax ID Number and City of Visalia Business Tax Certificate Number (must be obtained prior to contract signing).
- Names of firm's owners / officers.
- Proposed Project Team, including sub-consultants, if any, listing key team members and their duties and responsibilities. Provide a team organizational chart. The contract with the selected Consultant will require that key members shown in the proposal be required to commit time to the project and that the City of Visalia retains the right to accept, reject, or re-negotiate the terms regarding any proposed changes of key personnel or sub-consultants.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.
- Minimum of five (5) relevant client references (in the Central Valley or California, if possible) including their name, title, address, e-mail, and telephone number.
- Completed and signed forms with this RFP (pgs. 23-30)

B. Proposed Project Approach

Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but shall also demonstrate an understanding of the special characteristics of the project. Consultants may provide alternative ideas, programs, formats, and suggestions in the proposal, based on experience with other projects.

This section shall outline the proposed approach to the project. This approach or scope of work shall consist of:

- Phase
- Objective(s)
- Task(s) and brief description
- Work products
- Meetings
- Timeline
- Completion date

Exceptions to the requirements of the RFP shall be clearly delineated in this section.

In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

C. Staff Qualifications and Related Experience

1. Staff Qualifications

Describe the qualifications of all key members of the project team to be assigned to this project by providing resumes/experience summaries describing their education, credentials, experience, and their proposed roles for this contract. All proposed sub-consultants and their tasks in the project shall be identified. Note: Consultant may not substitute any member of the project team without prior written approval of the City.

If your firm intends to subcontract any of the services required under this RFP it must be discussed in this section. Detailed information for each subcontractor must be provided. Note: No work may be subcontracted, nor assigned, without prior written approval of the City of Visalia.

2. Related Experience

Include descriptive information concerning the qualifications and experience of the firm with an emphasis on experience relative to this project. Include information about three (3) previous projects of similar scope and magnitude for which the Consultant has provided the requested services. Be prepared to submit & present example(s) of recent work product which is relevant to this scope of work. For each representative project, identify the client and include a project description, the estimated cost, final fee for the Consultant's services, date started, date completed and contact reference person(s) with phone numbers. Examples of previous work may be included.

D. Proposed Fee Structure and Schedules

The Proposed Fee Structure and Schedule shall be provided under separate, sealed cover as a part of the RFP submittal.

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

- Proposers shall review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how the City will be invoiced for services, i.e., unit or hourly costs. The fees should be broken down by project component to the best of proposer's ability, and

further itemized by the type of service, units of work, or other applicable measure. Fees shall be given for each component and for the entire work program. The City will not include compensation in the contract for items not addressed.

- Include a total cost to provide services, based on the consultant's fee schedule and the scope of work as outlined in this RFP. This cost will be used as a basis for negotiations.

- The fee proposal submitted under separate, sealed cover, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

E. Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.

- List current clients who may have a financial interest in the outcome of the project.

V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. *Consultant interviews will be held solely at the option and discretion of the City of Visalia.* The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of two or more firms
- Interview "short-listed" firms (at the option and discretion of the City)
- Identify best qualified firm
- Determine which, if any, alternates will be selected, and negotiate a fee
- Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council and may include a representative knowledgeable in planning services from outside of the community. Composition and creation of this committee is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews.

The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and **may** select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. *Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

A. Criteria

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms.

Criteria	Explanation	Weight
Merit of Proposals Submittal / Presentation	• Proposals thoroughness	15
Knowledge and Expertise of Personnel/Firm	• Capability of personnel • Firm qualifications and experience	25

	• Knowledge and expertise in preparation of comprehensive specific plans and zoning codes • Knowledge of contemporary CEQA practices and environmental issues	
Understanding of Project	• Knowledge of project and requirements • Ability and resources to develop a detailed, professional, and technically sound specific plan and Program EIR, and establish land use designations in accordance with State law	25
Record of Past Performance	• References • Ability to work effectively with City staff, other public agencies and related parties. • Demonstrated ability to complete tasks within project timelines and budget. • Satisfactory record of ability to perform on similar projects • Project work in Tulare, Kings, and southern Fresno Counties	25
Timeline	• Demonstrated efficient and flexible allocation of time resources focused on completing the tasks within the City's timeframes	5
Local Knowledge Preference	• Familiarity with the City of Visalia, its policies, ordinances, and procedures	5
	Total Points Possible	100

Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

B. Background Check

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

C. Award of Contract

The successful firm will be required to execute a contract with the City of Visalia. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement. The Visalia City Council will make the final decision on the consultant selection, and authorize the execution of a contract for consulting services.

VI. GENERAL CONDITIONS

A. Important Notice

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addendums were issued and to make such addendum a part of the proposal.

B. Contracting Agency

The contract resulting from this Request for Proposals will be administered by the City of Visalia Finance Department, Purchasing Division.

C. Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not.

By submitting a proposal, Consultant certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing Federal funds.

D. Permits and Licenses

1. Business License Certificate

Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation. *However, Consultant shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work.* Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

2. Professional License

Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

3. Permits

Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

E. Insurance

Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONTRACTOR's negligent acts, errors or omissions 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.

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

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, CONTRACTOR 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, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR'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.

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

- Workers' Compensation insurance as required by California statutes.

- Commercial general liability insurance with a combined single limit of not less that 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).

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

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

Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, , Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days notice shall be given."

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."

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

VII. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF CONTRACT PROPOSAL CONTENT

Before submitting a proposal, proposer's must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Visalia, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect, the performance of services covered by this solicitation,

and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

C. EVALUATION/AWARD OF CONTRACT

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals will be evaluated by a Selection Committee. The committee may consist of representatives of the user department, members of the community, the Purchasing Division, and may include a representative knowledgeable in planning services from outside of the community. In connection with its evaluation, the City may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposers will be allowed to present such evidence as may be appropriate in order that the committee can correctly analyze all materials and documentation submitted as a part of the proposals.

The award, if made, will be made within ninety (90) days from proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Proposer is an independent contractor, not an employee, agent, or officer of the City.

2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

3. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.

4. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor**,** anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.

5. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

D. PROPOSAL PRICING GUIDELINES

Proposer shall provide proposed fees and cost information as a part of this Request for Proposals. Proposed fees shall be submitted under separate, sealed cover.

E. ASSIGNMENT OF CONTRACT

No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

F. 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.

G. TERMINATION OF CONTRACT

The nature of this services contract requires that the City and the consultant must work closely as a mutually supporting team without conflict. Also, the City needs to be able to terminate this agreement at any time the City may feel this working relationship has been impaired or should the City no longer have complete confidence and satisfaction in the quality and performance of services by the proposer. Therefore:

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

A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Should the contract be terminated for convenience, the proposer shall be paid for all authorized services provided, including reasonable charges for de-mobilization. However, the proposer shall not be paid any anticipated profit or fees for services not provided.

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 proposer 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.

2. Any assignment, subletting or transfer of the interest of the Consultant, 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.

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

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 subconsultants, 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 subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant 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.

H. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

I. ETHICS IN PUBLIC CONTRACTING

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

J. 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.

K. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Visalia laws and ordinances related to employment practices.

2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

L. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

M. PROPRIETARY INFORMATION

The proposals received shall become the property of the City of Visalia and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as “Trade Secrets”, “Confidential” or “Proprietary” shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

N. INCURRING COSTS

The City of Visalia is not liable for any cost incurred by proposers in responding to this Request for Proposals.

O. FIREARMS PROHIBITTED

Guns may not be carried by contractors/developers/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/developer/consultant is caught carrying a gun, without City permission, their contract will be terminated.

P. Executive Order N-6-22 – Russian 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.

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

Submit With Proposal

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.

_____ _____

Signature Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)

Submit With Proposal

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:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

Submit With Proposal

Equal Opportunity Clause

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

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company:_____

Business Address:_____

Signature:_____ Date:_____

Name & Title of Signing Official: _____Company Seal (if any):

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

Submit With Proposal

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

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

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

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

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:
(if any)

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

Submit With Proposal

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)

Ownership Disclosure and California Levine Act Statement

Submit With Proposal

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

_____

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

_____

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:

_____

_____

_____

_____

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know 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.

_____

Signature of Company Authorized Individual Print or Type Name of Authorized Individual Date

Submit with Proposal

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD.21 (REV.12-93)

CERTIFICATION

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

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

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

(a) The dangers of drug abuse in the workplace,
(b) The person's or organization's policy of maintaining a drug-free workplace,
(c) Any available counseling, rehabilitation and employee assistance programs, and
(d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

(a) Will receive a copy of the company's drug-free workplace policy statement, and
(b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)
Submit With Proposal

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

◯ The Contractor is not:

(1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

◯ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

◯ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,00 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.

(Sample Agreement – do not submit with proposal)

**PROFESSIONAL SERVICES AGREEMENT FOR
PREPARATION OF RESERVE AREA LAND USE DESIGNATIONS, SPECIFIC PLAN FOR POTENTIAL INDUSTRIAL LAND USES, AND PROGRAM ENVIRONMENTAL IMPACT REPORT**

This Agreement, entered into this _____ day of _____, 20____, by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

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

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

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

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

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

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 "C" - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of Consultant's Notice to Proceed following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", 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, as payment in full, a sum not to exceed _____ dollars ($). 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".

B. Payment of Compensation: The CONSULTANT shall be compensated according to the progress payment schedule set forth in Exhibit "D" upon completion of percentage of each noted phase. 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 _____ 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: _____ shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

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

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

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

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

2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (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 subconsultants, 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 subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant 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. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. INDEMNIFICATION AND INSURANCE

A. As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONSULTANT's negligent acts, errors or omissions 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.

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

C. 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, defense costs, liability, or consequential damages 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.

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. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, 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.

XIII. 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.

XIV. MISCELLANEOUS PROVISIONS

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

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

C. 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.

D. 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	CONSULTANT:_____
707 W. Acequia Avenue	Mailing Address:_____
Visalia, CA 93291	_____
Attn: City Clerk	Attn:_____
	Phone:_____
	Email:_____

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 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.

F. 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.

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. 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.

I. 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.

J. 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.

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

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

M. Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. 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 Date

Approved as to Form

_____
City Attorney Date

_____
Risk Manager Date

_____
Project Manager Date

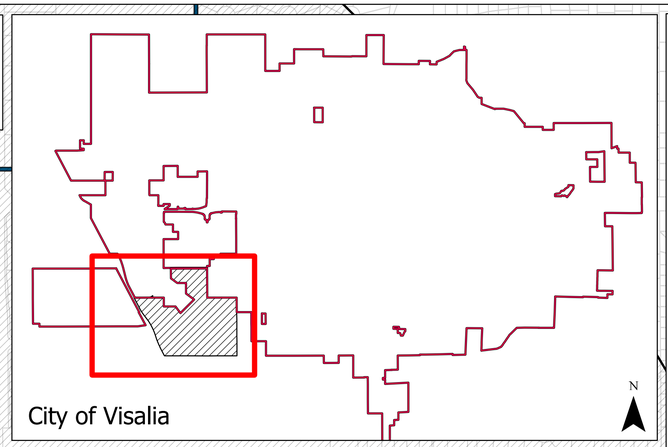
CONSULTANT

_____
Date

Attachments:

Exhibit "A": Scope of Work
Exhibit "B": Project Fees
Exhibit "C": Schedule of Fees for Professional Services
Exhibit "D": Progress Payment Schedule if applicable

Reserve Area Property Owners



S Shirk St

W Caldwell Ave

HWY 99

FARIA & SONS

HIGH SIERRA ESTATES

KAWEAH DELTA HEALTH CARE DIST

DHILLON

SEQUOIA GATEWAY

PARCEL OWNERS

- 1 BLACKWELL KEVIN
- 2 BRAR PARMINDER S & ROOPINDER K (TR)
- 3 CLC IN AND OUT FOOD MART
- 4 DAFFODILS LLC
- 5 DHILLON
- 6 ENTRUST GROUP
- 7 EQUITYBAK LP
- 8 FARIA
- 9 LEE REAL ESTATE INVESTMENTS
- 10 MARROQUIN GILBERT
- 11 PURYEAR KENNETH L (TR)
- 12 RIEZEBOS
- 13 SARAN RAJINDER S & INDERJIT K (TR)
- 14 SEQUOIA GATEWAY LLC
- 15 SINGH PETER & KIRAN
- 16 TOOR SANTOKH S & ARPINDER K (TR)
- 17 VALERO RITO (TRS)
- 18 VALLEY CHILDRENS MED GROUP
- 19 VANDER WEERD INVESTMENTS
- 20 WARAICH JASDEEP (TR)
- 21 WATROUS DANIEL A & VALERIE (TRS)
- 22 BAKKER DAVID L & ARLENE M(TRS) (FAM RV TR)
- 23 KAWEAH DELTA HEALTH CARE DIST

1 2 3 4 5 6

COUNTY PROJECTS

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.city

CITY OF VISALIA, CA
REQUEST FOR PROPOSALS RFP No. 24-25-55

PREPARATION OF RESERVE AREA LAND USE DESIGNATIONS, SPECIFIC PLAN FOR POTENTIAL INDUSTRIAL LAND USES AND PROGRAM ENVIRONMENTAL IMPACT REPORT

ADDENDUM NO. 1

Issued: Wednesday, August 6, 2025

Proposals Due: **Thursday, August 21, 2025 at 2:00pm**

Addendum is being issued to provide responses to questions. This addendum becomes part of the RFP 24-25-55 document and must be signed and submitted with proposal.

ITEM 1: QUESTIONS/RESPONSES

Q1: Could you provide a copy of the Industrial Land Inventory Analysis (ILIA) referenced in the RFP?
R1: Attached is a copy.

Q2: Does the City anticipate allocating additional funds for this project based on the expected scope of work outlined in the RFP?
R2: At this time, City Council has authorized a budget of $300,000 for this project. If a budget increase is necessary to complete the project, staff may seek Council approval for additional funds or modify the scope of work.

Q3: Is the $300,000 budget for the first fiscal year or for the entire project?
R3 The entire project.

Q4: Regarding County projects listed in the RFP, are you looking for feedback on circulation or anything within that area since it may not go along with the ALUP? Are we looking to resolve those?
R4: No, we are not looking for resolution.

Q5: Is reconsideration necessary for the zoning classifications in the area and use limitations?
R5: No. Currently, these properties do not have a City zoning designation nor do they have a pre-zoning since the General Plan designated this area as Reserve. There is no reconsideration necessary.

Q6: Confirming that you are expecting a specific plan that is consistent with State law, that has an infrastructure plan, financing plan, EIR, architecture design standards, land use and zoning?
R6: That is correct.

Q7: Is the Specific Plan only going to cover the industrial plan areas or will it cover the entire reserve area?
R7: The industrial use area.

Q8: Does the City need the consultant to provide coordination with the Airport Land Use Commission, or will City staff be taking the lead on this?
R8: City staff will take the lead on this.

Q9: Should the ILIA be used as a baseline assumption or do we need to revisit any of the recommendations or findings from that study?
R9: The ILIA shall be used as a baseline assumption.

Q10: The study recommended 405 additional acres of industrial land to be designated within the entire reserve area. Is there a need to revisit whether there could be a need to identify additional industrial land?
R10: There should be an assessment of at least 405 acres of industrial use in the Reserve Area. Staff believes that the Reserve Area immediately adjacent to the Visalia Airport is where industrial uses may be best located and that area may consist of more than 405 acres.

Q11: Should we rely heavily on the General Plan EIR?
R11: The General Plan EIR should not be heavily relied on. The Reserve definition in the EIR says that use of lands in the Reserve designation is anticipated to remain in agriculture.

Q12: Regarding the Visalia Industrial Specific Plan and EIR (RFP 24-25-55), it is assumed that the City will be requiring a Water Supply Assessment (WSA) to be prepared for the project. If so, will the City procure this directly through Cal Water or do we need to include a WSA in the scope of the EIR?
R12: It is unknown if a Water Supply Assessment would be required by Cal Water at this time. If one were to be required, and this required a budget increase for this project scope, staff may seek Council approval for additional funds and/or modify the scope of work.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

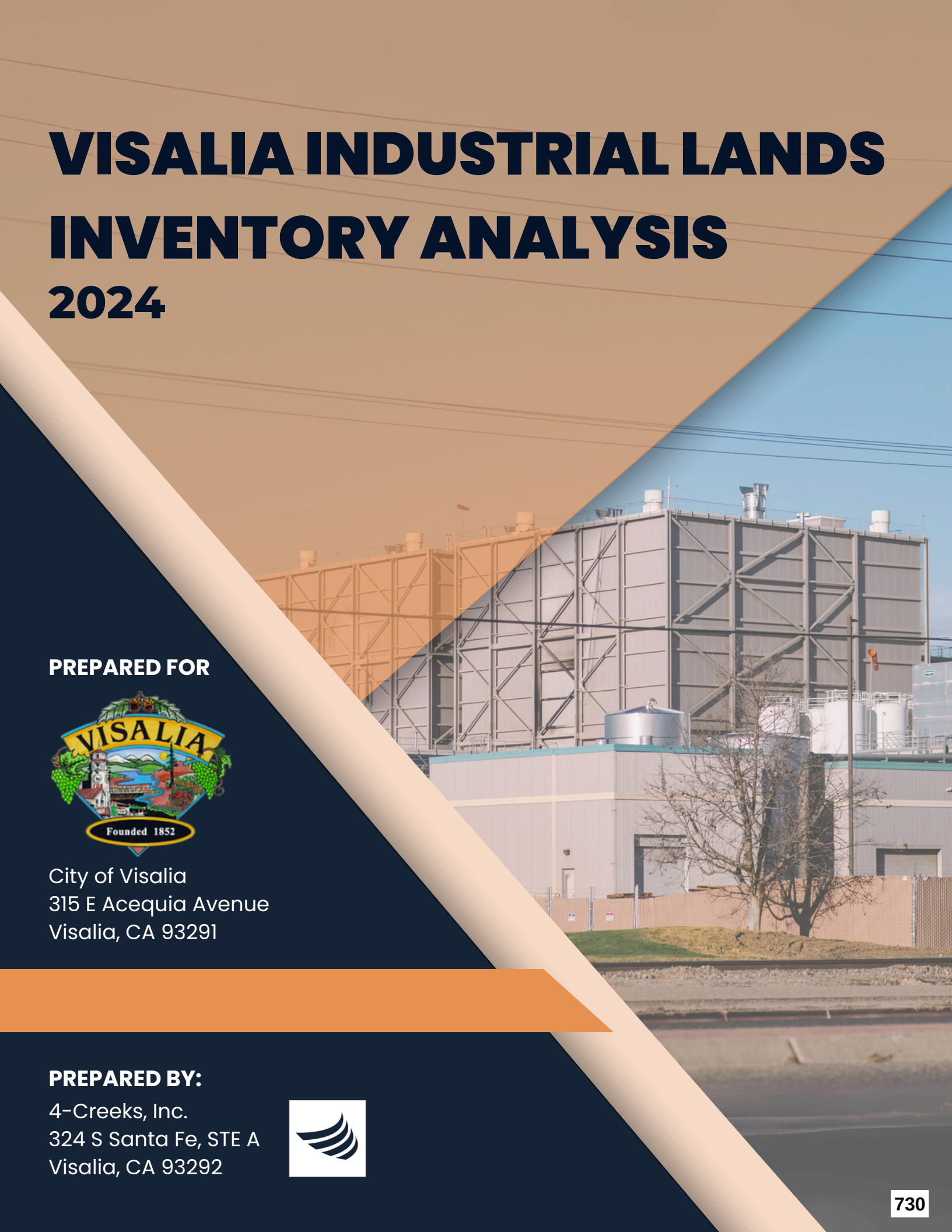
Respondent to sign and submit with Proposal

Firm: _____ Date: _____

By: _____
Respondent's Signature

Attachment 1: 2024 Visalia Industrial Lands Inventory Analysis

VISALIA INDUSTRIAL LANDS INVENTORY ANALYSIS 2024



PREPARED FOR

City of Visalia
315 E Acequia Avenue
Visalia, CA 93291

PREPARED BY:

4-Creeks, Inc.
324 S Santa Fe, STE A
Visalia, CA 93292

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EXECUTIVE SUMMARY

Purpose and Scope

The Industrial Lands Inventory Analysis (ILIA) for the City of Visalia provides a comprehensive assessment of the industrial land supply and opportunities within the city. This analysis aims to inform policymakers, planners, and stakeholders about the current and future potential of industrial land, aligning with the city's General Plan. The report evaluates each parcel's availability, suitability, and readiness, focusing on key aspects such as alignment with city goals, regulatory consistency, infrastructure adequacy, environmental constraints, and market demand.

Key Findings

INDUSTRIAL LANDSCAPE

Visalia's industrial landscape is categorized into three primary land use designations:

- **Industrial:** For primary manufacturing, processing, and refining activities.
- **Light Industrial:** For light manufacturing, warehousing, and distribution.
- **Business Research Park:** Emphasizing research and development uses.

The General Plan allocates approximately 4,026 acres for industrial uses, with around 1,164 acres available for future development. Most industrial activities are concentrated in the northwest corner of the city, in the City's Industrial Park.

INFRASTRUCTURE AND TRANSPORTATION

Visalia benefits from a comprehensive network of major roadways, including State Route 99 and State Route 198, which enhance local and regional connectivity. The city's industrial zones, particularly in the northwest, are strategically located near these highways, facilitating efficient transportation logistics. Additionally, Visalia Municipal Airport and the San Joaquin Valley Railroad provide critical infrastructure supporting industrial activities.

MARKET CONDITIONS AND PROJECTED GROWTH

The current market conditions for industrial land in Visalia reflect a tight and competitive environment, with a vacancy rate of only 1.6%. The demand for industrial space, particularly logistics facilities, remains strong. Various growth scenarios project significant additional space requirements by 2033, with potential needs ranging from 600,000 to 6.4 million square feet depending on economic conditions.

Current Market Conditions: Visalia's industrial and economic landscape has been evolving rapidly, signaling a vibrant future for the region's economy. The current market conditions for industrial land in Visalia reflect a tight and highly competitive environment. The industrial market has a vacancy rate of only 1.6%, which is well below the healthy benchmark of 5-6%, indicating a significant shortage of available industrial space.

Industrial Market Dynamics: Visalia's industrial market is characterized by a high demand for logistics facilities and distribution centers. The northwest part of Visalia, with direct access to Highway 99 and the availability of vacant land, has been the focal point of industrial activity. Speculative building projects dominate the new development landscape, with a shift towards constructing larger facilities to accommodate the demand from logistics and other industrial uses. The presence of large-scale distribution facilities underscores Visalia's strategic importance in regional and national logistics networks.

Projected Growth: To understand future demand for industrial space, the ILIA explores three growth scenarios:

1. **Historical Growth Scenario:** This scenario projects future demand based on past trends in industrial square footage growth. If the trend from the last decade continues, Visalia is expected to need approximately 3.9 million square feet of additional industrial space by 2033. This scenario assumes that the city will maintain its current growth trajectory, driven by its strategic advantages and robust industrial base.
2. **Low Job Growth Scenario**: Based on projected job growth for industrial sectors in Visalia, this scenario assumes a modest annual increase in industrial sector jobs at a rate of 0.6%. Under this scenario, Visalia would require between 600,000 and 1.6 million square feet of additional industrial space by 2033. For Tulare County as a whole, the demand is projected to be around 1.5 million to 4.1 million square feet. This scenario reflects a more conservative outlook, accounting for potential economic uncertainties and slower job growth.
3. **High Job Growth Scenario:** Based on projections from the California Employment Development Department (EDD), this scenario predicts an average annual job growth rate of 4.0% for the transportation and warehousing sectors. In this scenario, Visalia could see a demand for up to 6.4 million square feet of industrial space by 2033. This scenario assumes robust industrial development and significant expansion of the logistics and warehousing sectors, driven by strong economic conditions and high demand.

STRATEGIC OPPORTUNITIES

Visalia's strategic location, pro-business environment, and competitive costs present significant opportunities for industrial growth. The city's central position in California, affordable industrial land, and supportive local government policies make it an attractive destination for industrial investment.

1. **Strategic Location and Accessibility:** Visalia's central location in California provides unparalleled logistical benefits. The city is positioned along State Route 99, a major north-south artery, and near Interstate 5, one of the most significant transportation corridors on the West Coast. This strategic positioning enables businesses to efficiently transport goods to major markets such as Los Angeles, the Bay Area, and the Central Valley. The proximity to major ports, such as the Port of Los Angeles and the Port of Long Beach, allows for seamless integration into international shipping routes. Additionally, Visalia Municipal Airport and the San Joaquin Valley Railroad enhance the city's connectivity, making it an ideal hub for distribution and logistics operations.

2. **Pro-Business Environment:** Visalia's local government is known for its pro-business attitude, characterized by streamlined processes and supportive policies. The city offers a rapid Site Plan Review (SPR) process, enabling quick project approvals and minimizing bureaucratic delays. The efficient permitting and entitlement procedures, combined with open lines of communication with industry leaders, foster a favorable business climate. This supportive environment encourages industrial investment and development, making Visalia an attractive destination for businesses looking to expand or relocate.
3. **Competitive Costs:** Visalia offers a cost advantage over larger industrial markets such as Los Angeles and the Bay Area. The lower cost of land and operations in Visalia allows businesses to invest in larger or more advanced facilities without the prohibitive expenses associated with more densely populated areas. Additionally, the city's affordable living costs make it easier to attract and retain talent. Competitive wages combined with a lower cost of living enhance the quality of life for employees, contributing to a stable and satisfied workforce. The availability of affordable housing further supports this dynamic, ensuring that workers can find comfortable living arrangements close to their workplaces.
4. **Future Development Potential:** Visalia's industrial sector is poised for significant growth, with several large-scale projects already underway. The city's strategic planning and readiness to accommodate new industrial activities are evident in the substantial amount of vacant land designated for industrial use. Planned developments, such as the Seefried Industrial Properties complex and other large distribution centers, indicate strong future demand and a proactive approach to meeting it. By leveraging its strategic location, supportive business environment, and commitment to sustainability, Visalia is well-positioned to attract diverse industrial activities and drive long-term economic growth.

KEY CHALLENGES

1. **Labor Supply:** Attracting and retaining a skilled workforce is crucial. Adequate housing development is essential to support the industrial workforce.
2. **Regulatory Factors:** State and federal regulations, particularly those related to vehicle miles traveled (VMT) and air quality, present hurdles for industrial growth.
3. **Infrastructure:** Ensuring adequate power, water, and sewer infrastructure is vital for supporting industrial activities.

Recommendations

To capitalize on these opportunities and address the challenges, the following recommendations are proposed:

- **Recommendation #1: Designation of Additional Industrial Land.** To support projected industrial growth, it is recommended that an additional 405 acres within the Reserve area be designated for industrial development. This will address the anticipated shortfall and ensure that Visalia can accommodate future industrial development needs. The Reserve area is particularly suitable for this designation due to its proximity to SR99 and the Caldwell interchange, enhancing transportation connectivity and making it an ideal location for industrial use.

- **Recommendation #2: Utilities Expansion.** Extend water, sewer, and stormwater lines to the Reserve area to support the newly designated industrial land. This expansion is critical to ensuring that the area has the necessary infrastructure to support industrial activities and attract new businesses. The proposed extensions along Shirk Road and Caldwell Avenue will connect this area to City services, facilitating industrial development.

- **Recommendation #3: Shirk Road Expansion.** Fully build out Shirk Road to its ultimate Right-of-Way from Caldwell Avenue to SR 198. This expansion will support and accelerate industrial development in the reclassified Reserve area by improving transportation connectivity. Enhancing Shirk Road will make the area more accessible and attractive to industrial developers, stimulating economic growth and creating job opportunities.

- **Recommendation #4: Renewable Energy Development.** Establish a solar facility west of SR 99 near the wastewater treatment plant to increase power generation capacity and support additional industrial development. This renewable energy initiative reduces the City's reliance on non-renewable energy sources and will provide clean energy to meet the industrial area's growing energy demands.

- **Recommendation #5: Workforce Housing.** Designate additional land for residential use to accommodate the projected increase in the workforce needed for industrial growth. Ensuring an adequate supply of housing is essential to maintaining a stable labor force and preventing labor shortages from hindering industrial development. Suitable areas for residential development include portions of the Reserve area that do not overlap with airport safety zones and other areas within the City's Sphere of Influence (SOI). This will support the creation of approximately 3,000 new jobs and ensure the housing supply keeps pace with industrial growth.

- **Recommendation #6: Inclusion of Comprehensive Medical Facilities and Services in the Business Research Park Zone.** Expand the allowable uses within the Business Research Park zoning designation to include a broader range of medical offices, healthcare-related research facilities, pharmaceutical and biomedical labs, and support services for medical offices. This expansion will support the growing healthcare sector, enhance economic development, and provide greater access to healthcare services for the community.

Conclusion

The ILIA for the City of Visalia highlights a dynamic and evolving industrial landscape poised for significant growth. By addressing key challenges and leveraging strategic opportunities, Visalia can continue to attract and retain industrial investments, driving economic development and improving the quality of life for its residents. The insights and recommendations from this analysis will guide the city's efforts to achieve sustainable growth and long-term prosperity, ensuring that its industrially designated lands remain critical investments for economic resiliency and community well-being.

SECTION 1: INTRODUCTION

1.1 Purpose and Scope of the ILIA

This Industrial Land Inventory Analysis (ILIA) report provides a comprehensive overview and strategic assessment of industrial land supply opportunities within the City of Visalia. This analysis identifies industrial land's current and future potential based on a detailed evaluation of each parcel's availability, suitability, and readiness within the policy framework established by the City's Visalia General Plan. It is intended to help inform policymakers, planners, and stakeholders as they consider industrial land allocation, development, and management within the City. The specific focus of this report includes a consideration of:

1. How well industrial land aligns with City goals and the production of non-residential land uses;
2. The consistency of land use regulations;
3. The adequacy of infrastructure;
4. The potential environmental constraints; and
5. The strength of the market demand for industrial land necessary to serve the City's economic development objectives, while still allowing for the sustainable growth of the City.

To that end, this report aims to serve as a critical tool for strategic planning and proactive industrial land stewardship by the City of Visalia, ensuring that its industrially designated lands remain both engines of the economy and critical investments for economic resiliency and community well-being.

1.3 Methodology

The Industrial Land Inventory Analysis (ILIA) for Visalia was prepared using a comprehensive and multifaceted research approach. This methodology ensured a thorough understanding of existing conditions, potential growth sectors, and the alignment of Visalia's industrial land use with economic and community development goals. The key components of the methodology are detailed below.

DATA COLLECTION

The data collection process began with a thorough review of secondary data sources. Employment growth projections and job numbers were updated using JobsEQ, a tool providing detailed employment data and projections. This source was instrumental in refining industrial sector targets by comparing the latest employment growth projections for target industries, consistent with the 2021 VEDC plan. Additionally, previous market studies, including the 2021 Visalia Economic Development Corporation (VEDC) study, were reviewed to understand historical trends and future projections for industrial land use. The City of Visalia's General Plan and Zoning Ordinance were examined to comprehend the land use designations, policies, and regulations governing industrial development.

Primary data collection involved conducting in-depth interviews with local property owners, developers, real estate agents, and other relevant stakeholders. These interviews provided valuable insights into the needs, opportunities, and challenges within Visalia's industrial sector. Furthermore, site visits were performed to assess the current state of industrial lands and infrastructure, and surveys were distributed to gather additional input from stakeholders and the general public.

DATA ANALYSIS

The data analysis phase incorporated spatial and market analyses, as well as environmental and regulatory assessments. GIS tools were used to map existing industrial lands, infrastructure, and environmental constraints. This spatial analysis helped identify suitable areas for future industrial development and assess the accessibility of current industrial zones.

A detailed market analysis evaluated the demand for industrial land and buildings, considering vacancy rates, lease rates, and the absorption of industrial space. The economic viability of industrial development in Visalia was assessed by examining market conditions, employment trends, and the financial performance of industrial projects. Environmental constraints, such as flood zones, contamination sites, and natural resource areas, were identified and evaluated to understand their impact on industrial development. Additionally, the regulatory environment was analyzed to ensure compliance with local, state, and federal regulations, and to identify any potential barriers to development.

SCENARIO PLANNING

Three growth scenarios were explored to understand future demand for industrial space: the Historical Growth Scenario, which projected future demand based on past trends in industrial square footage growth; the Low Job Growth Scenario, which considered modest annual increases in industrial sector jobs; and the High Job Growth Scenario, which was based on optimistic projections from the California Employment Development Department (EDD) predicting robust growth in the transportation and warehousing sectors.

Strategic planning for future land use and infrastructure needs was developed based on these scenarios. The findings informed recommendations to guide future land use planning and ensure the availability of suitable industrial lands. Infrastructure needs, including transportation, utilities, and other essential services, were also identified to support the projected industrial growth.

REPORTING AND RECOMMENDATIONS

The final phase of the methodology involved synthesizing the findings from the data collection and analysis phases into a comprehensive overview of Visalia's industrial landscape. Key trends, challenges, and opportunities were identified to inform strategic planning and policy recommendations. Preliminary findings and recommendations were presented to stakeholders for feedback, ensuring alignment with the needs and priorities of the community and key stakeholders. This feedback was incorporated into the final ILIA report, which was prepared with a focus on clarity, coherence, and actionable recommendations for policymakers, planners, and stakeholders.

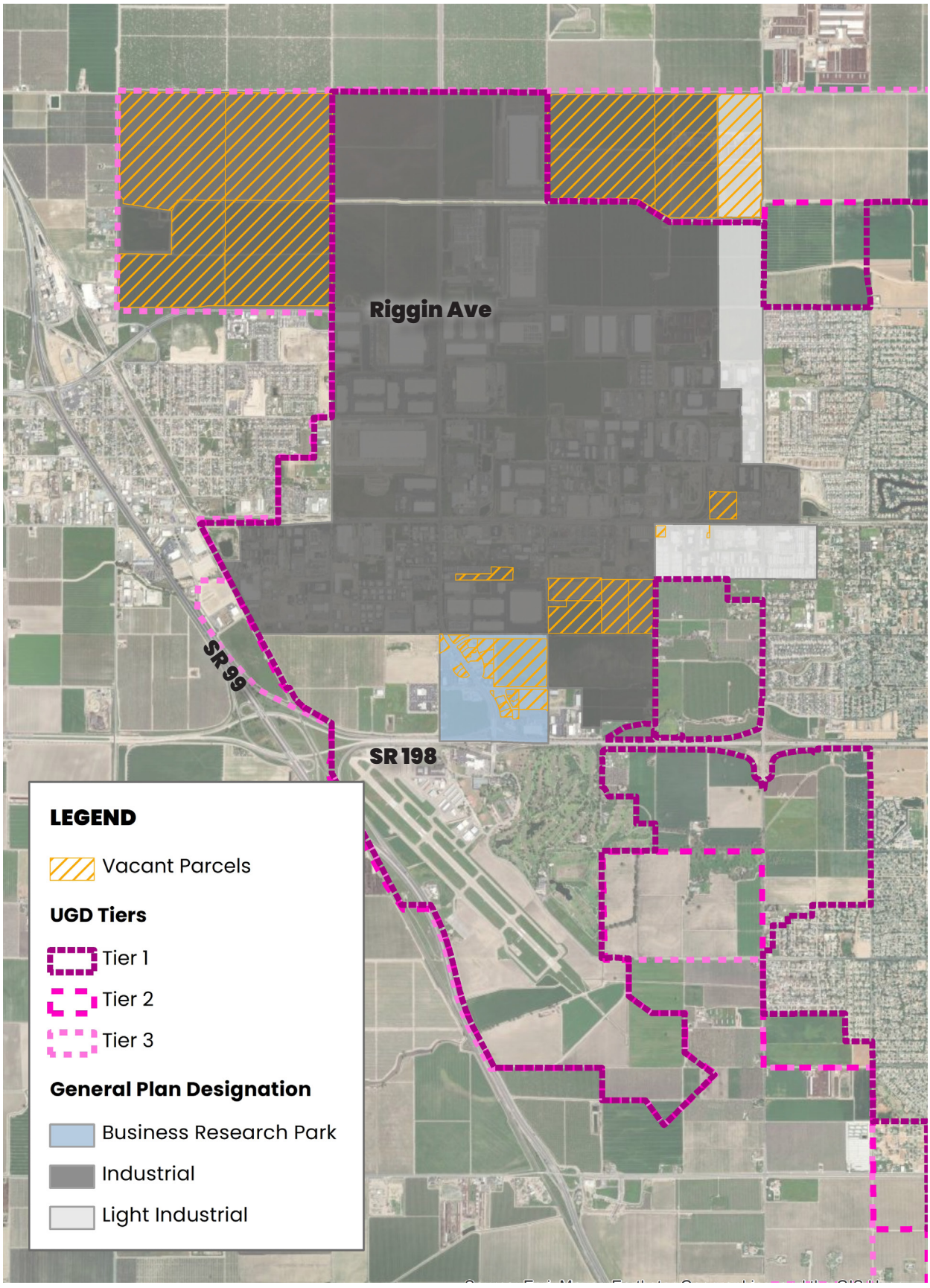
SECTION 2: VISALIA'S INDUSTRIAL LANDSCAPE & REGULATORY CONTEXT

2.1 Overview of Visalia's Industrial Land Use Designations

Visalia's industrial landscape, as delineated in the General Plan, encompasses three primary land use designations: Industrial, Light Industrial, and Business Research Park. Each designation serves a distinct purpose and accommodates various types of industrial activities essential to the city's economic development.

- **Industrial:** This designation allows for primary manufacturing, processing, refining, and similar activities, including outdoor facilities. It also accommodates warehousing and distribution with supporting commercial services and office space. Retail activities are not permitted. The maximum Floor Area Ratio (FAR) for this designation is 0.6, with buildout assumed at 0.15. Currently, this sector includes 389 parcels totaling 3,543 acres, with 945 acres remaining vacant.
- **Light Industrial:** This designation is intended for light manufacturing, warehousing, storage, distribution, research and development enterprises, and secondary office uses with limited customer access. The maximum FAR for this designation is 0.5, with buildout assumed at 0.2. The Light Industrial sector comprises 362 acres across 96 parcels, with 117 acres vacant.
- **Business Research Park:** This designation builds on the existing General Plan's Business Research Park category and emphasizes research and development uses. Land with this designation is intended for research and development enterprises, educational, and office (limited customer access) uses. Maximum FAR for this designation is 0.5; buildout is assumed at 0.1. This sector encompasses 48 parcels over 121 acres, with 102 acres vacant.

Visalia's industrial land usage is diverse, reflecting the city's strategic emphasis on fostering a robust industrial base while accommodating a variety of ancillary services. The distribution of industrial land usage underscores Visalia's role as a regional hub for logistics, manufacturing, and other industrial activities.


Riggin Ave
SR 99
SR 198
LEGEND
Vacant Parcels
UGD Tiers
Tier 1
Tier 2
Tier 3
General Plan Designation
Business Research Park
Industrial
Light Industrial

2.2 Current Uses

DISTRIBUTION AND WAREHOUSE

The most prominent feature of Visalia's industrial land is its extensive use for distribution and warehouse purposes. This sector occupies a total of 1,675 acres across 92 parcels, with an average parcel size of 18.76 acres. The prevalence of large-scale distribution facilities underscores Visalia's strategic importance in regional and national logistics networks. These facilities are designed to support high-volume storage and distribution operations, benefiting from Visalia's advantageous location near major transportation routes such as Highway 198 and Highway 99. This segment's dominance is indicative of the broader economic trend towards centralized distribution hubs that support e-commerce and retail supply chains.

LIGHT AND HEAVY MANUFACTURING

Visalia also supports a significant manufacturing sector, divided into light and heavy manufacturing categories. Light manufacturing occupies 354.76 acres across 46 parcels, averaging 7.86 acres per parcel. These facilities engage in various production activities that require less space and infrastructure compared to heavy manufacturing but are vital for the city's economic diversity.

Heavy manufacturing, while smaller in total acreage, covers 122.91 acres distributed among 9 parcels with an average size of 13.66 acres. These larger parcels are indicative of the space-intensive nature of heavy manufacturing activities, which include the operation of large machinery, extensive production lines, and significant infrastructure requirements. The presence of both light and heavy manufacturing highlights Visalia's ability to attract and sustain diverse industrial operations, from precision manufacturing to large-scale production.

OTHER INDUSTRIAL USES

Other industrial activities occupy 223.16 acres distributed across 66 parcels, with an average parcel size of 3.42 acres. This category encompasses a variety of industrial operations that do not fit neatly into the distribution, light manufacturing, or heavy manufacturing categories. The smaller average parcel size in this category suggests a range of less space-intensive activities, which may include specialized production, industrial services, and small-scale manufacturing.

INDUSTRIAL SHOPS AND UTILITIES

Industrial shops, which are the most numerous in terms of parcel count, occupy 186.16 acres across 157 parcels, averaging just 1.23 acres per parcel. These shops typically include small-scale production, repair services, and specialty industrial activities that support the broader industrial ecosystem in Visalia and across the San Joaquin Valley region.

Utilities, essential for the functioning of industrial activities, occupy 75.25 acres over 30 parcels, averaging 2.51 acres each. These parcels house infrastructure critical for water supply, electricity, and other essential services that underpin industrial operations.

COMMERCIAL, PROFESSIONAL, AND MISCELLANEOUS USES

Commercial uses within industrial zones cover 104.53 acres across 25 parcels, with an average parcel size of 4.18 acres. These commercial establishments provide retail and service-oriented businesses that support the industrial workforce and operations. The inclusion of commercial uses within industrial zones indicates a mixed-use approach that enhances the convenience and amenities available to workers.

Professional spaces, necessary for administrative and support functions within industrial areas, occupy 31.92 acres across 21 parcels, with an average size of 1.52 acres. These smaller parcels ensure that managerial and operational activities are efficiently integrated into the industrial landscape.

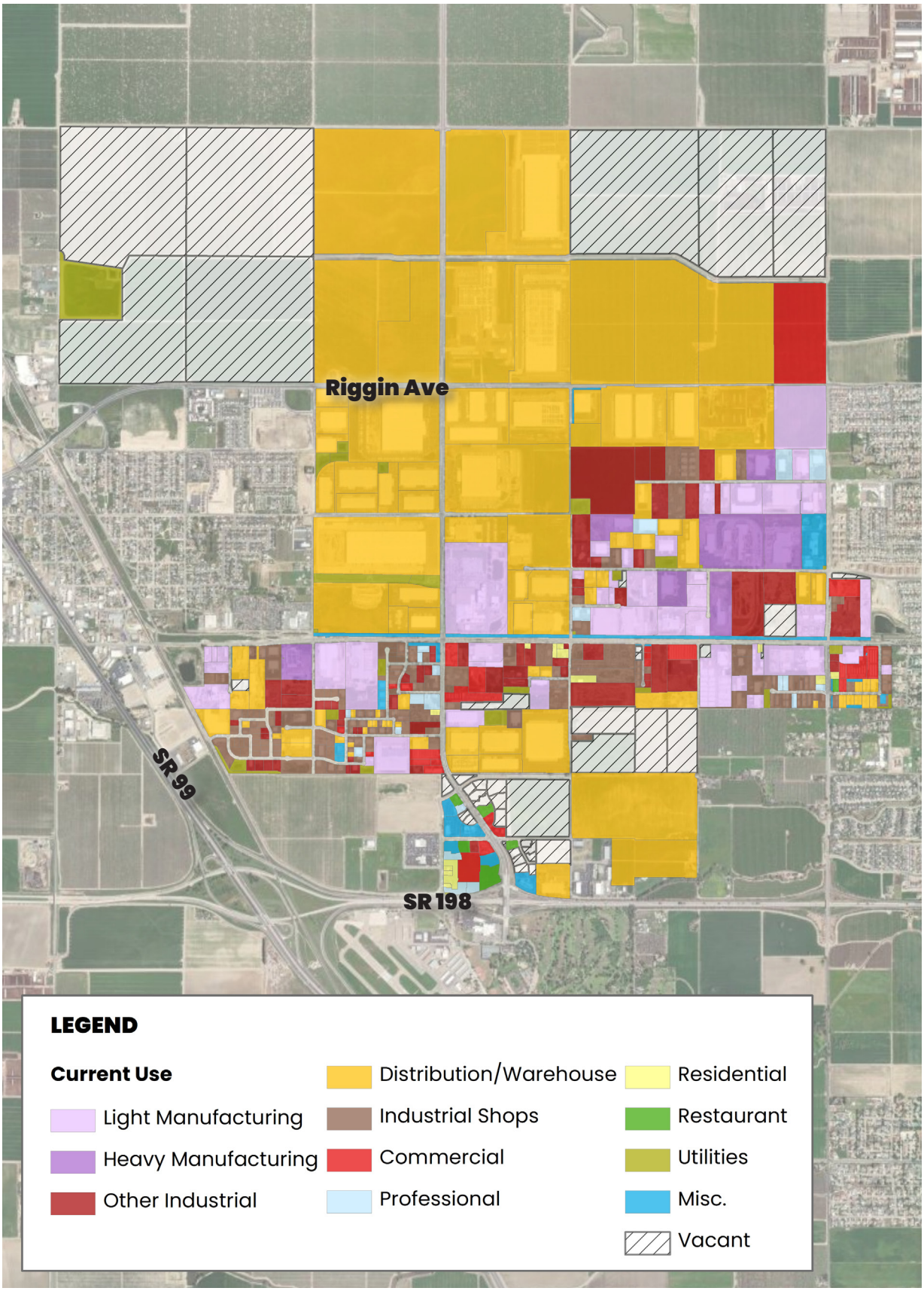
Miscellaneous uses, which include various activities such as rail stops and outlots, occupy 79.28 acres across 30 parcels, averaging 2.64 acres each. These parcels often serve niche or auxiliary functions that are critical for the smooth operation of the industrial area.

RESIDENTIAL AND RESTAURANTS

Residential and restaurant uses within industrial zones remain limited, with residential areas spanning 10.38 acres across 14 parcels and restaurants covering 9.51 acres across 6 parcels. These residential areas were in place before the industrial park's development, rather than being a deliberate part of the industrial zoning plan.

VACANT LAND

A sizable portion of Visalia's industrial land, totaling 1,164 acres across 41 parcels, remains vacant, with an average parcel size of 26.77 acres. This vacant land represents substantial potential for future industrial development, reflecting Visalia's strategic planning and readiness to accommodate new industrial activities and expansions.


Riggin Ave
SR 99
SR 198
LEGEND
Current Use
Light Manufacturing
Heavy Manufacturing
Other Industrial
Distribution/Warehouse
Industrial Shops
Commercial
Professional
Residential
Restaurant
Utilities
Misc.
Vacant

2.3 Policy and Regulatory Framework

VISALIA INDUSTRIAL LAND USE STRATEGY

Several policies and regulations are critical in shaping the landscape of Visalia's developing industrial sectors. The Visalia General Plan is a cornerstone document guiding the City's development patterns and land use decisions. It encompasses various elements influencing industrial development, including land use designations, infrastructure planning, and environmental stewardship.

The Visalia General Plan's approach to industrial development focuses on fostering economic growth through strategic land use planning, improving infrastructure, and ensuring efficient transportation and connectivity. The plan emphasizes the development of industrial parks that support manufacturing, warehousing, and logistics operations, while ensuring compatibility between industrial lands and adjacent uses.

VISALIA GENERAL PLAN OBJECTIVES & POLICIES FOR INDUSTRIAL LAND USE

The Visalia General Plan includes specific objectives to ensure the growth and development of industrial areas while maintaining harmony with neighboring land uses. These objectives are:

- LU-O-33: Provide adequate land in a variety of parcel sizes for industrial development and strengthen the City's role as a regional manufacturing center.
- LU-O-34: Ensure compatibility between industrial lands and adjacent dissimilar land uses.

These objectives are supported by detailed policies aimed at promoting well-planned industrial development, ensuring compatibility with surrounding areas, and maintaining high standards for infrastructure and design. Key policies include:

- LU-P-98: Update the Zoning Ordinance to reflect the Business Research Park designation allowing for light manufacturing, warehousing, storage distribution, R&D enterprises, and secondary office uses.
- LU-P-99: Reflect the Industrial designation in the Zoning Ordinance to allow for primary manufacturing, processing, refining, and similar activities, including those with outdoor facilities, and also accommodate warehousing and distribution with supporting commercial services and office space. Retail is not permitted.
- LU-P-100: Establish zoning standards to assure high-quality design and site planning for large-scale industrial development, including requirements for landscaping, visual screening, and unified façade treatment.
- LU-P-101: Allow secondary uses within industrial developments such as restaurants, cafes, small convenience stores, and day care facilities to serve area employees.
- LU-P-102: Ensure the timely completion of necessary infrastructure to support new industrial development.
- LU-P-104: Preserve land designated for light and heavy industrial uses by limiting the intrusion of free-standing retail, commercial, or service commercial uses.
- LU-P-105: Assist in the relocation of older existing service commercial and industrial uses from East Downtown or other redevelopment areas to designated similar use areas.

- LU-P-106: Develop performance standards to minimize negative impacts associated with new or expanded service commercial and industrial development.
- LU-P-107: Reserve adequate sewage treatment plant capacity and sewerage capacity to meet the projected needs of industrial growth.

VISALIA GENERAL PLAN POLICIES FOR INDUSTRIAL CIRCULATION

The Visalia General Plan outlines several transportation policies designed to bolster industrial development by enhancing rail and transit infrastructure, thereby improving connectivity and logistics for industrial activities. These policies include:

- T-P-66: Before approving subdivision maps or developing identified properties in the Industrial Park, the City will explore with the project applicant options for acquiring or dedicating right-of-way for freight rail spurs.
- T-P-67: Participate in the planning process for a potential Cross Valley Rail Line, which could provide east-west light rail service from Visalia to Huron and potentially connect to a future High-Speed Rail system.
- T-P-68: Evaluate the feasibility of a future local light rail system or bus rapid transit (BRT) system in Visalia, which could connect to Tulare to the south and points east and west. The City should preserve right-of-way to support the preliminary light rail corridor or BRT system along Goshen Avenue, K Street, Santa Fe Street, and other roadways as depicted on the Land Use diagram if either light rail or BRT is judged financially feasible.
- T-P-69: Support regional high-speed inter-city rail development and service. Should California High Speed Rail develop a station in Hanford (or elsewhere in Kings or Tulare County), work with the California High Speed Rail Authority to develop local connections coordinated with the train schedule.
- T-P-70: Support continued freight service in Tulare County, specifically the development of freight rail service within close proximity to agricultural processing industries.
- T-P-71: Continue to participate in and advocate for collaborative efforts to improve railroad transportation facilities and reduce conflicts with the street system.

These policies are focused on enhancing the industrial and transportation infrastructure, including the development and integration of freight rail services, light rail, and bus rapid transit systems, as well as supporting high-speed rail initiatives. They aim to improve access, efficiency, and connectivity for industrial areas, reflecting a comprehensive approach to planning and development within the region.

VISALIA MUNICIPAL CODE

Zoning laws detailed in the Visalia Municipal Code further refine the framework established by the General Plan, dictating the specific types of industrial activities that can occur in designated areas. These laws ensure that industrial development is compatible with surrounding land uses and meets the City's long-term objectives for growth and sustainability.

ENVIRONMENTAL REGULATIONS

Environmental regulations play a crucial role in ensuring that industrial development

in Visalia is sustainable and minimizes negative impacts on the environment. Two primary regulatory frameworks govern these activities: the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Additionally, the City of Visalia has implemented an Agricultural Land Mitigation Program to address the conversion of agricultural land to non-agricultural uses.

California Environmental Quality Act (CEQA): CEQA is a state statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts if feasible. The key components of CEQA relevant to industrial development include:

- **Environmental Impact Reports (EIRs):** For projects expected to have significant environmental impacts, an EIR is required. This document provides a detailed analysis of potential impacts, including air quality, water quality, noise, and biological resources. It also outlines mitigation measures to reduce these impacts.
- **Mitigated Negative Declarations (MNDs):** If a project is found to have potential significant impacts that can be mitigated to less than significant levels, an MND may be prepared instead of an EIR.
- **Initial Studies:** An Initial Study is conducted to determine whether a project may have a significant effect on the environment. This study assesses various environmental factors and helps determine the appropriate level of review (EIR, MND, or Negative Declaration).

CEQA ensures public involvement through mandatory public comment periods and public hearings, allowing community members to participate in the review process and voice their concerns.

National Environmental Policy Act (NEPA): NEPA is a federal law that requires federal agencies to assess the environmental effects of their proposed actions prior to making decisions. Industrial projects in Visalia that involve federal funding, permits, or other federal actions must comply with NEPA. Key components of NEPA include:

- **Environmental Assessments (EAs):** An EA is a concise document that provides sufficient evidence and analysis to determine whether a federal action would significantly affect the environment. If the impacts are found to be significant, an EIS is required.
- **Environmental Impact Statements (EISs):** An EIS is a comprehensive document that describes the impacts of a proposed federal action on the environment, considers alternatives, and discusses mitigation measures.
- **Categorical Exclusions (CEs):** Some actions may be categorically excluded from detailed environmental analysis if they are found to have no significant environmental impact.

Both CEQA and NEPA emphasize the importance of considering environmental consequences early in the planning process, ensuring that potential impacts are identified and addressed before project implementation.
Agricultural Land Preservation Program: The City of Visalia has implemented an agricultural land mitigation program to address the impact of converting agricultural

land to non-agricultural uses. This program is designed to help developers comply with CEQA by providing a clear pathway for mitigating the loss of agricultural land. Chapter 18 of the Visalia Municipal Code provides detailed guidelines for implementation of the Agricultural Land Preservation Program, including the criteria for identifying suitable mitigation lands, the process for securing mitigation easements, and the requirements for maintaining the preserved agricultural land in perpetuity.

2.4 Summary and Implications for Future Development

Visalia's industrial landscape is characterized by diverse land use designations, a substantial inventory of developed and vacant land, and a robust regulatory framework that supports sustainable industrial growth. The city's readiness for future development is evident in its strategic planning and forward-thinking approach to regulatory compliance. This foundational understanding sets the stage for subsequent sections that will delve into the economic conditions, infrastructure, and other factors influencing industrial development in Visalia.

SECTION 3: ECONOMIC & MARKET ANALYSIS

3.1 Current Market Conditions

Visalia's industrial and economic landscape has been evolving rapidly, with significant developments in its industrial park that signal a vibrant future for the region's economy.

The current market conditions for industrial land in Visalia reflect a tight and highly competitive environment. With a vacancy rate of only 1.6%, the industrial market is well below the healthy benchmark of 5-6%, indicating a significant shortage of available industrial space. The demand remains strong for all classes of industrial buildings up to 150,000 square feet, with developers now testing the market for even larger buildings.

Lease rates for industrial properties have been trending upward, particularly for newer developments which tend to be leased quickly. Older buildings with lower ceilings command lower lease rates compared to modern facilities with higher specifications.

The city's industrial growth has been fueled by its strategic location, providing easy access to major highways and proximity to key markets such as Los Angeles and the Bay Area. This geographical advantage positions Visalia as an attractive alternative for industrial activities spilling over from larger markets like the Inland Empire, Fresno, and Bakersfield.

3.2 Analysis of Market Trends and Demand for Industrial Space

The Visalia Industrial Land Inventory analysis reveals significant insights into market trends and demand for industrial space. Initial assessments indicate Visalia has emerged as a vital hub for logistics operations and is a burgeoning market for industrial development, with the city fostering a conducive business climate.

The northwest part of Visalia, with direct access to Highway 99 and the availability of vacant land, has been the focal point of industrial activity. The COVID-19 pandemic, while impacting some sectors negatively, has notably increased demand for logistics facilities. This ongoing high demand and a low vacancy rate signals the need for new development.

Visalia's building stock is generally newer and has shifted towards accommodating larger buildings. The city has successfully attracted various industrial uses, including

distribution, warehousing, fulfillment, and manufacturing, with logistics driving the current market. Data from CoStar reveals that the wider Visalia (Tulare County) market has approximately 41.9 million SF of industrial building space with 1,372 buildings. While the average size of overall industrial building space in the market is around 30,500 SF, the average for new building inventory delivered since 2013 is 84,100 SF, so we see an increase in building size, mainly due to the logistics and distribution sector.

3.3 Interview Results With Developers

In initial conversations with industrial property developers and brokers, they agreed that Visalia is an emerging market for industrial development. In their assessment, the City has created a favorable business climate for industrial development and has been responsive to the needs of developers. In general, Visalia has done a better job with staying ahead of CEQA and entitling industrial land for future development than, for example, Fresno.

- **Within Visalia, most of the industrial activity is located in the northwest part of the city.** This is also the focus of interest for new development. The location has the most direct access to Highway 99, and there is still vacant land in that area that can be used for future industrial development. This is also the area where the larger buildings can locate. Other areas with existing industrial development are viewed as less desirable locations.

- **Visalia is viewed as a spillover market from larger Central Valley markets such as Fresno and Bakersfield, and from Southern California.** Most notably, industrial demand initially expanded into the Central Valley from the Inland Empire (San Bernardino and Riverside counties), which has seen large scale growth with logistics facilities serving the ports of Los Angeles and Long Beach. The building stock in Visalia is generally newer than in Fresno. In general, the industrial development along the I-5 corridor is almost entirely about accommodating logistics operations. Industrial spaces along Highway 99 also heavily engage in logistics activity, but also serve other types of business activity, such as manufacturing and construction support. The Highway 99 corridor is seen as a more favorable location for business operations that serve more of the local and regional markets in the Central Valley. Highway 99 also has a higher density of labor living along the corridor.

- **One key change in the perception of Visalia as an industrial development location is that they are now viewed as a good location for larger buildings.** Most of the building inventory in Visalia has been under 100,000 square feet (SF). The traditional range for most of the Central Valley has been in the 25,000 to 100,000 SF range. Those buildings in Visalia are generally older and have good demand. Over the past 5 to 6 years, the introduction of distribution centers has seen more development in the 250,000-1 million SF range. That market has cooled off recently, and the more recent deals are more in line with what the Valley has historically supported. For logistics, Visalia remains reasonably close to the ports in Los Angeles and Long Beach and has large market area coverage within a one-day drive. One stakeholder comment regarded Visalia's location as being in the "sweet spot." The demand for smaller industrial buildings is largely driven by more local-

serving businesses. But the demand is strong for all building classes up to 150,000 SF. Developers are now testing the market for buildings larger than that, and the overall trend seems to be towards larger buildings moving forward.

- **The market conditions for Visalia's industrial buildings were already strong and trending upward before the COVID-19 pandemic.** While the pandemic had negative impacts on some industry sectors, demand for logistics facilities went up during the pandemic. Demand remains high for industrial properties throughout the Visalia regional market, even though the perception is that it has fallen off slightly over the last 6 months. With new buildings coming online, the vacancy rates may increase slightly. But Visalia's inventory has run short of demand for years.

- **Lease rates in general have been trending upward.** Older buildings with lower ceilings tend to have lower asking lease rates than the newer developments. Newer buildings tend to be leased quickly, and companies are locating to Visalia from more expensive markets.

- **Although industrial building tenants include a mix of distribution, warehousing, fulfillment, manufacturing, and other industrial uses, logistics is currently driving the market.** Logistics tenants now look for more trailer parking spaces in the warehousing and distribution spaces than before. Dock height clearances (36 to 40 feet); and water, sewer, and power supply are more important for manufacturing. Distribution looks for higher ceilings and fire suppression. Some increasing demand for office spaces within the industrial spaces. Yard space for parking and storage are now more important to industrial tenants in general. Construction contractor yards are another large source of unmet demand.

- **Supply for industrial buildings still does not meet demand, and the low vacancy rates are not a sign of a healthy and balanced market.** A vacancy rate closer to 6 percent would be considered healthy. A lot of the available industrial building product is on the older side, so newer building development is needed. Projects in the pipeline should meet the short-term demand, but the market remains short of smaller units with dock access.

- **For new development, most projects begin as speculative buildings rather than build-to-suit.** In general, once a building is entitled and construction begins, potential tenants will step in and the project development will proceed with the building built more to the tenant's needs. A project with 1 million SF is going up as a spec development.

- **Future industrial growth in Visalia will also depend on the city's continued ability to provide for adequate housing to workers and infrastructure needs.** The labor supply, affordability, and quality of life factors are driving demand for Visalia. Because of the tremendous job growth in the industrial sectors, there's increasing concern about the labor supply.

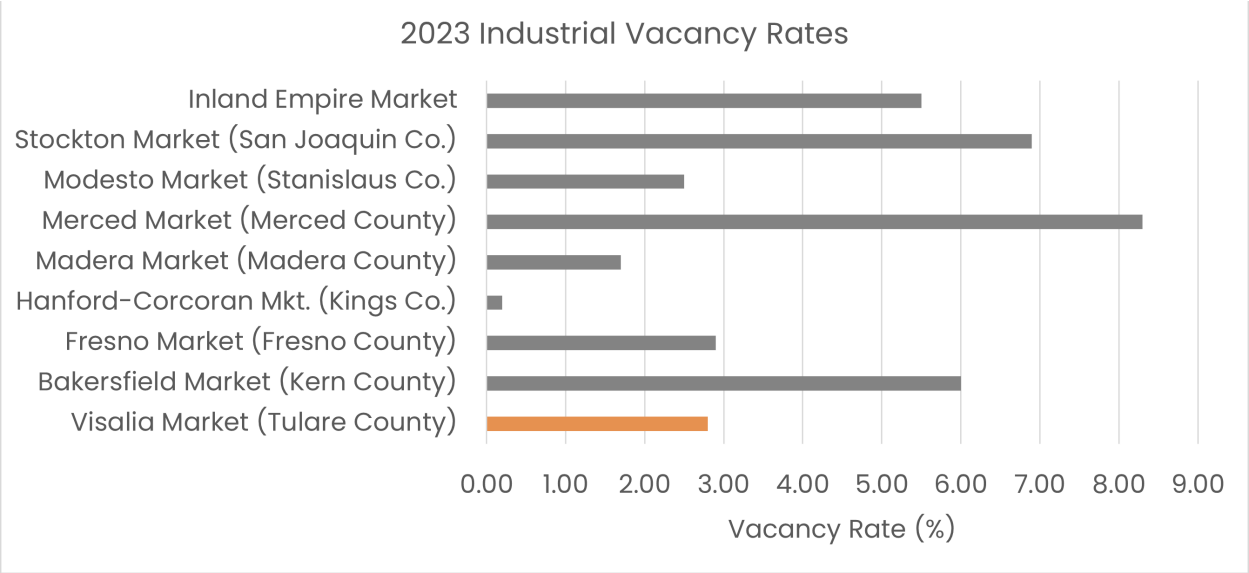
- **There is concern about the entitled industrial land in Visalia being tapped out soon.** One stakeholder estimated that there is about 600 to 800 acres available. The CEQA process is difficult in general and takes years.

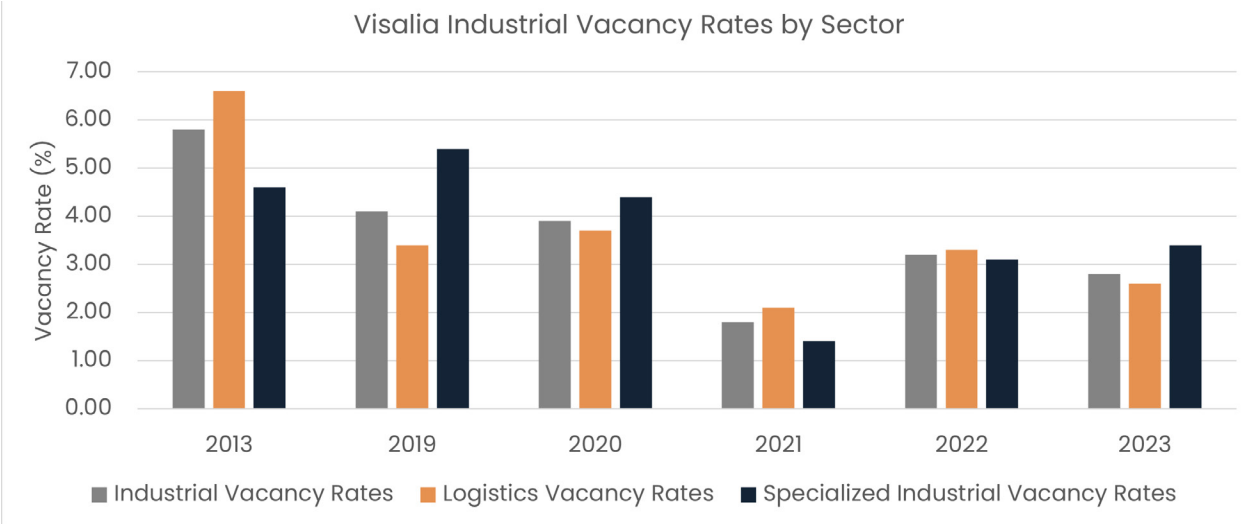
3.4 Industrial Market Dynamics

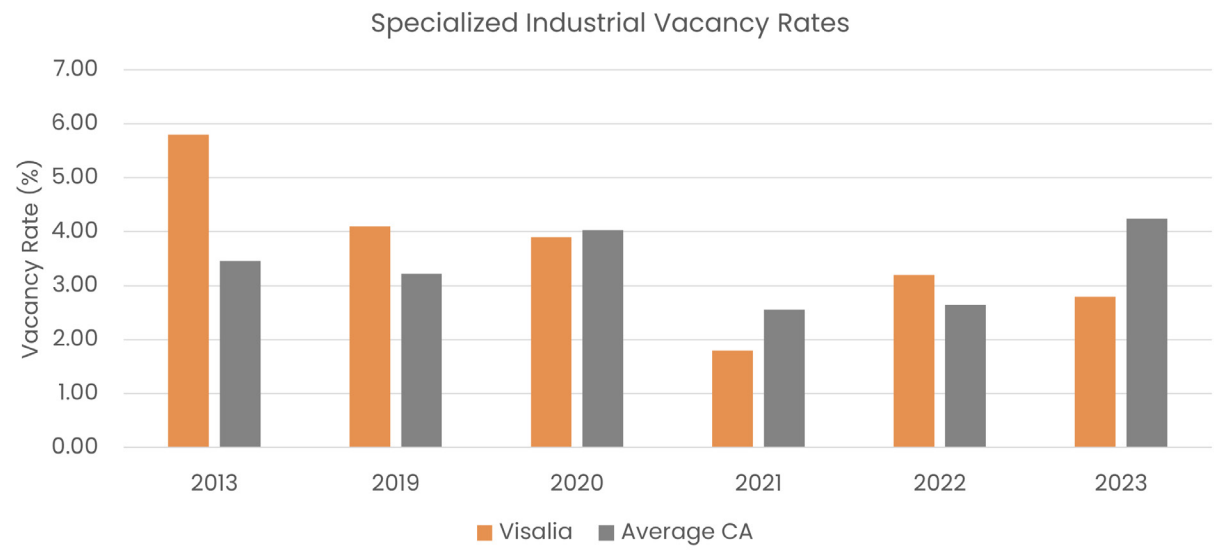
The industrial market in Visalia has been strong and on an upward trend, driven by logistics needs. The market conditions for Visalia's industrial buildings were already strong and trending upward before the COVID-19 pandemic.

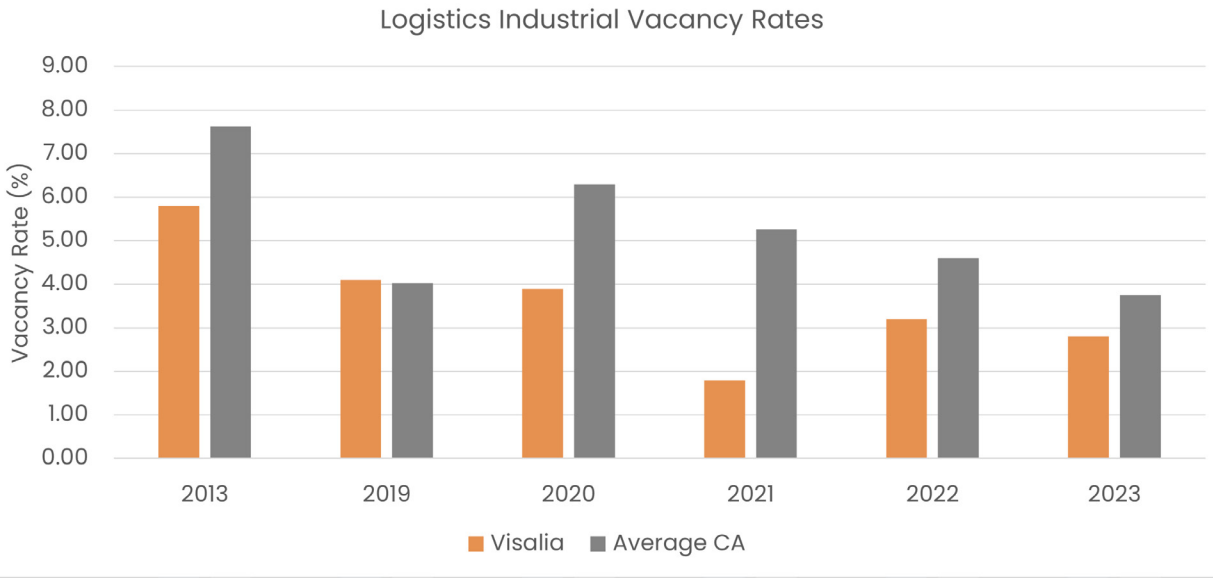
Data from CoStar reveals that the wider Visalia (Tulare County) market has approximately 41.9 million square feet of industrial building space with 1,372 buildings. There is a noted discrepancy between supply and demand, with low vacancy rates indicating a robust demand for industrial spaces. The vacancy rate for specialized industrial building spaces in the Visalia (Tulare County) market was about 3.4 percent in 2023.

By comparison, the Bakersfield (Kern County) market has seen its vacancy rate increase to 6.0 percent with over 3.7 million square feet of vacant industrial space. Delving deeper into the submarkets of Visalia reveals an even more acute scarcity of industrial space, with the overall vacancy rate dipping to a historic low of 1.6 percent in 2024.







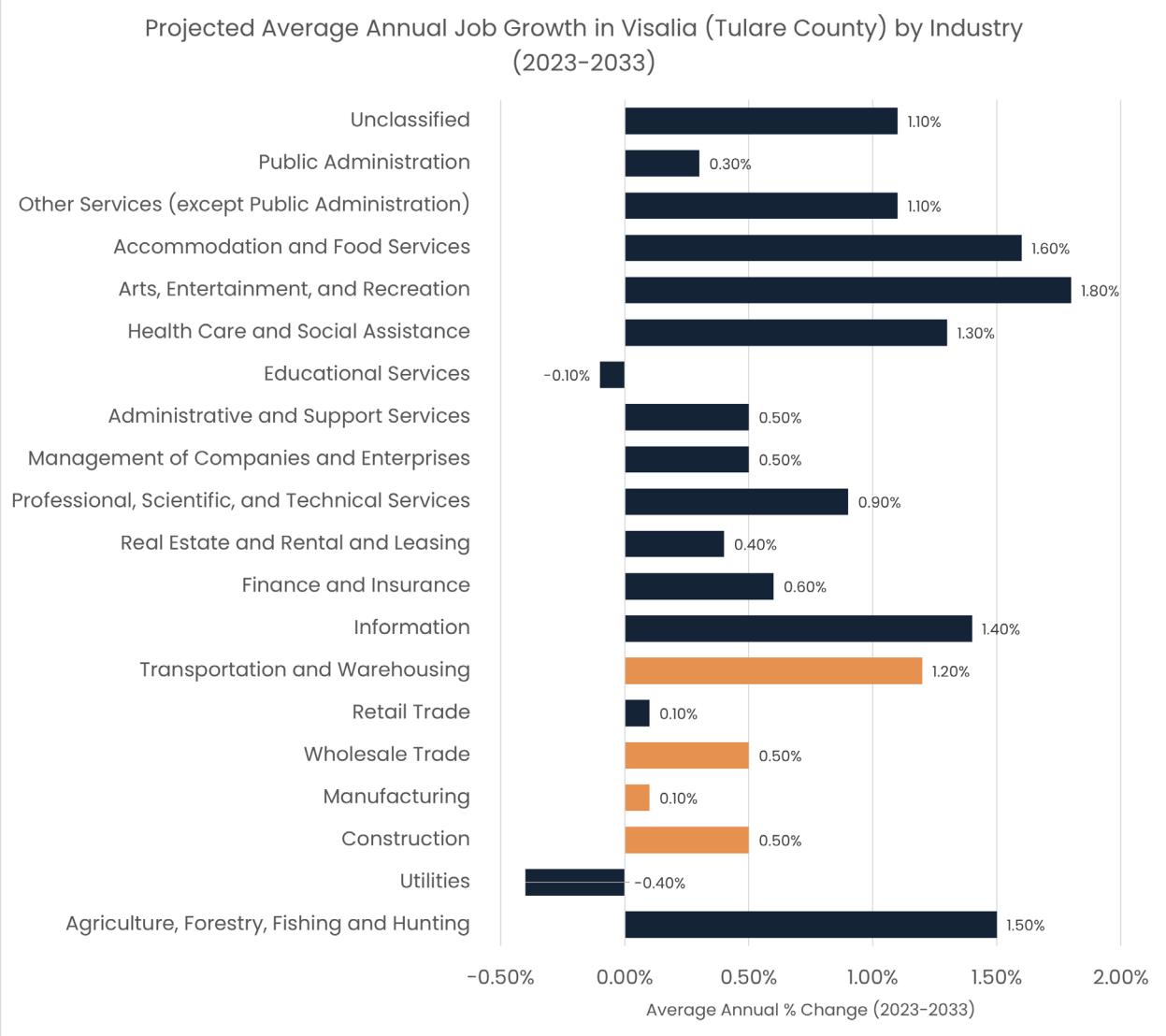


3.5 Employment Trends and Projected Growth

Visalia is a robust employment hub, supporting more than 65,200 jobs. From 2012 to 2022, the city created over 14,000 new jobs, marking an average annual growth rate of 2.5 percent. This growth was significant, as nearly half of Tulare County's job expansion occurred within Visalia, even though the county's overall growth rate was slightly lower at 2.0 percent, culminating in 173,600 jobs.

The healthcare and social assistance sector emerges as Visalia's largest employer, boasting 14,400 jobs. Over the decade spanning from 2012 to 2022, this sector saw an increase of more than 6,000 jobs. Industrial sectors, including construction, manufacturing, wholesale trade, transportation, and warehousing, also experienced substantial job growth. Construction, in particular, witnessed the second-largest job increase and the highest average annual growth rate during this period, highlighting

the acute shortage of industrial yard spaces required to sustain such growth. The transportation and warehousing sector more than doubled its employment figures to 3,100 jobs over the decade, with a remarkable growth rate of 8.2 percent, surpassing all sectors in Visalia except for construction and significantly driving the demand for logistics spaces. Meanwhile, the manufacturing sector added over 1,100 jobs. Despite a static inventory of specialized industrial spaces for manufacturing, vacancy rates have plummeted to 1.0 percent, signaling a pressing need for a broader range of industrial premises beyond just logistics. While Visalia and Tulare County's job growth is expected to slow down, reflecting broader regional trends, a significant demand for industrial space remains. Visalia's emphasis on sustainable development practices extends to job creation, focusing on generating long-term employment opportunities that support the community's well-being and the environment.



3.6 Industries Benefiting from Visalia's Market Access

Agriculture and Agribusiness: Given its location in one of the most productive agricultural regions in the world, agriculture remains a cornerstone of Visalia's economy. The city's access to markets supports distribution of a wide range of products, including dairy, nuts, fruits, and vegetables, to domestic and international markets.

Manufacturing: The Visalia Industrial Park (VIP) hosts diverse manufacturing operations, from food processing to industrial machinery. The availability of industrial-zoned sites and buildings and the necessary infrastructure make Visalia attractive for manufacturers seeking efficient access to major markets.

Distribution and Logistics: Visalia's role in California's industrial warehouse market and the broader U.S. logistics supply chain is increasingly significant. The city's central location and excellent highway, rail, and air transport options make it a strategic choice for distribution centers and logistics companies aiming to optimize their supply chain operations.

Retail and Services: The flow of goods through Visalia supports a vibrant retail sector, with businesses benefiting from the purchasing power of the local community and visitors alike. Services related to agriculture, manufacturing, and logistics also see growth, including financial, legal, and technical services catering to these industries.

Technology and Innovation: While traditionally not known as a tech hub, Visalia is seeing growth in technology-related industries, driven by the city's efforts to foster innovation, improve broadband infrastructure, and attract startups and tech companies looking for a cost-effective alternative to larger urban centers.

Renewable Energy and Sustainability: With an increasing focus on sustainability, industries related to renewable energy production and environmental technologies find Visalia's market access and supportive business environment conducive to growth. This includes companies in solar energy production, recycling, and green manufacturing processes.

3.7 Demand for New Space

CURRENT DEMAND

Visalia's industrial space market is experiencing significant shortages. The current vacancy rate is at a low 1.6%, indicating a need for additional industrial space. To achieve a more balanced market with a healthier vacancy rate of about 5-6%, an estimated 800,000 square feet (SF) of additional industrial space is needed immediately. This demand is separate from any future growth or relocations that might further drive the need for industrial space.

FUTURE DEMAND

Understanding future demand for industrial space is crucial for effective urban planning and economic development in Visalia. To accommodate potential growth and ensure the city can meet the needs of businesses, it is essential to explore various scenarios that could impact demand. By examining the historical growth scenario, the low job growth scenario, and the high job growth scenario, we can better prepare for a range of possible futures. Each scenario reflects different assumptions about economic trends, job creation rates, and industrial sector dynamics, offering a comprehensive view of potential outcomes. This approach allows planners and policymakers to develop strategies that are resilient and adaptable, ensuring that Visalia can thrive regardless of future economic conditions.

- **Historical Growth Scenario:** In the historical growth scenario, the future demand for industrial space in Visalia is projected based on past trends in industrial square footage growth. If the trend from the last decade continues, the city is expected to need approximately 3.9 million square feet (SF) of additional industrial space by 2033.

- **Low Job Growth Scenario:** The low job growth scenario is based on projected job growth for industrial sectors in Visalia from JobsEQ, and assumes a modest annual increase in industrial sector jobs at a rate of 0.6%. Under this scenario, Visalia would require between 600,000 and 1.6 million SF of additional industrial space by 2033. For Tulare County as a whole, the demand is projected to be around 1.5 million to 4.1 million SF. The projected job growth in this scenario is relatively low in comparison to historical growth trends due to several key factors:

    1. **Post-Pandemic Economic Recovery:** The aftermath of the pandemic introduced significant uncertainty in economic projections. Initial expectations of a rapid return to pre-pandemic levels have been moderated by more recent data, suggesting a slower recovery.
    2. **Labor Market Shifts:** Persistent labor shortages and the accelerated use of automation during the pandemic are influencing job growth projections. Higher interest rates are also a factor, potentially slowing down business expansion and hiring.
    3. **Demographic Changes:** Population growth has slowed, with many areas in California experiencing a net loss of residents since 2020. Factors contributing to this trend include lower birth rates, reduced immigration, and an outflow of residents to other states. These demographic shifts impact local economies, particularly sectors like retail that rely on a growing population.
    4. **Sectoral Adjustments:** Slower population growth and consumer spending have implications for sectors like retail, which in turn affect related sectors like logistics. Although logistics remains a leading sector, JobsEQ projects a lower growth rate in comparison to what has been observed over the past decade.

- **High Job Growth Scenario:** The high job growth scenario is based on projections from the California Employment Development Department (EDD), which predict an

average annual job growth rate 4.0% for transportation and warehousing. In this scenario, Visalia could see a demand for up to 6.4 million SF of industrial space by 2033. The high job growth scenario assumes robust industrial development and significant expansion of the logistics and warehousing sectors.

3.8 Planned New Projects

Visalia is gearing up for significant growth in its industrial sector with several new projects that underscore the region's attractiveness for industrial development. The initiatives span from vast industrial complexes to expansions of existing facilities, demonstrating a broad spectrum of economic activities and potential job creation.

One of the most notable developments is a project by Seefried Industrial Properties, which is currently constructing a 3.8 million square foot industrial complex north of Riggin Road between Kelsey Street and Shirk Road. This project, which is set to be the largest in the history of Visalia's industrial park, could employ approximately 4,100 people upon completion. The complex is expected to house warehouses, distribution centers, light manufacturing facilities, ancillary commercial services like drive-thru restaurants, a convenience store, an RV and self-storage facility, and a car wash.

Other new projects like a 400-job, one-million-square-foot Ace Hardware distribution center, and a 1.2 million-square-foot warehouse under development indicate the ongoing expansion and the city's strategic positioning for future development. Alongside the proactive efforts to grow the sector and cultivate a quality workforce, these projects show Visalia's commitment to economic development and industrial diversification.

In addition to this, the Visalia Industrial Park has seen substantial turnover and growth over the years, moving from a more traditional manufacturing base to a diversified mix of industries, including distribution and e-commerce. The park is home to large firms like Amazon, which employs 1,500 people in over 2.3 million square feet of space, and UPS. The economic landscape has also been enriched by more minor "mom-and-pop" operations and a significant presence of ag-related companies. This dynamic mix contributes to the park's strategy of shipping to 40 million customers overnight.

SECTION 4: INFRASTRUCTURE AND ACCESSIBILITY

4.1 Transportation Infrastructure

Visalia, located in the heart of California's San Joaquin Valley, benefits from a comprehensive network of major roadways that enhance local and regional connectivity. This network supports the city's economic vitality, particularly its diverse industrial and agricultural activities.

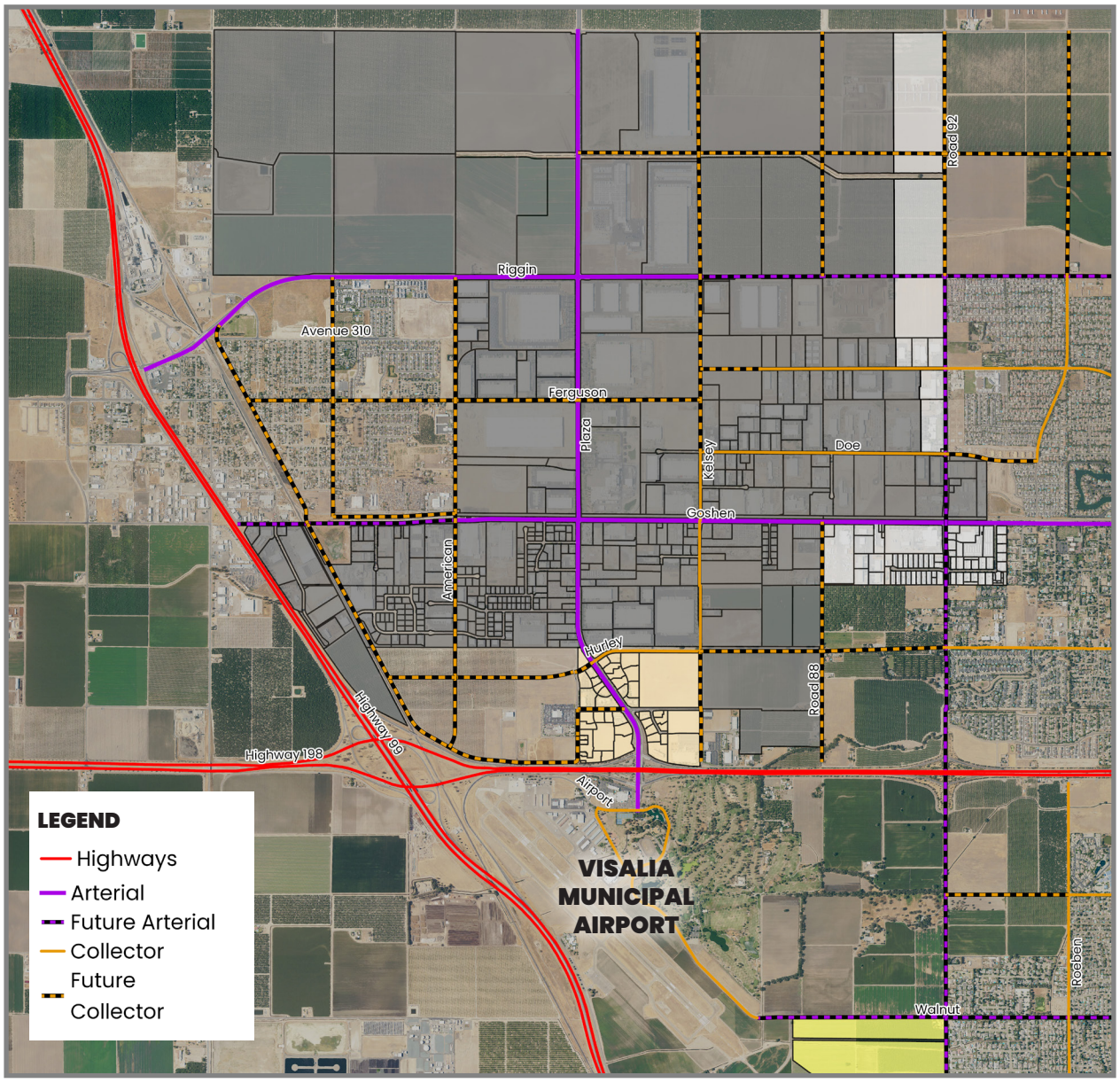
MAJOR HIGHWAYS

The primary artery of Visalia's road network is State Route (SR) 99, running north-south through the city, connecting Visalia to other significant urban centers in California and facilitating both commercial and private travel. State Route 198 complements SR 99 by crossing Visalia east to west, providing a crucial link to the Interstate 5 corridor and the California coast. This highway enhances accessibility to key ports and coastal cities, integrating Visalia into the state's expansive transportation network. The intersection of these highways in Visalia forms a logistical nexus, promoting efficient transportation logistics and economic growth.

INDUSTRIAL ZONE ACCESSIBILITY

The northwestern industrial zone, primarily west of Shirk Road and north of SR 198, greatly benefits from its proximity to these major highways. This location provides swift and reliable transportation, reducing transportation times and costs, and offering a competitive edge to businesses. Key arterials within the industrial zone include Plaza Drive, Goshen Avenue, and Riggin Avenue, which are four- and six-lane roads with ROWs of 110' and 134' respectively.

Riggin Avenue connects the industrial zone to the Betty Drive Interchange, a $36 million project aimed at reducing congestion and improving access to the industrial zone. This project included widening the North Goshen overhead structure and establishing a designated truck route from SR 99 to Plaza Drive and the northern Visalia Business Park, easing heavy truck traffic. Plaza Drive connects the industrial zone to SR 198, with a recently widened overpass providing a four-lane entrance into the industrial zone. These connections ensure that trucks can reach any location in California within one day, underscoring Visalia's role as a critical industrial and logistical hub in the Central Valley.



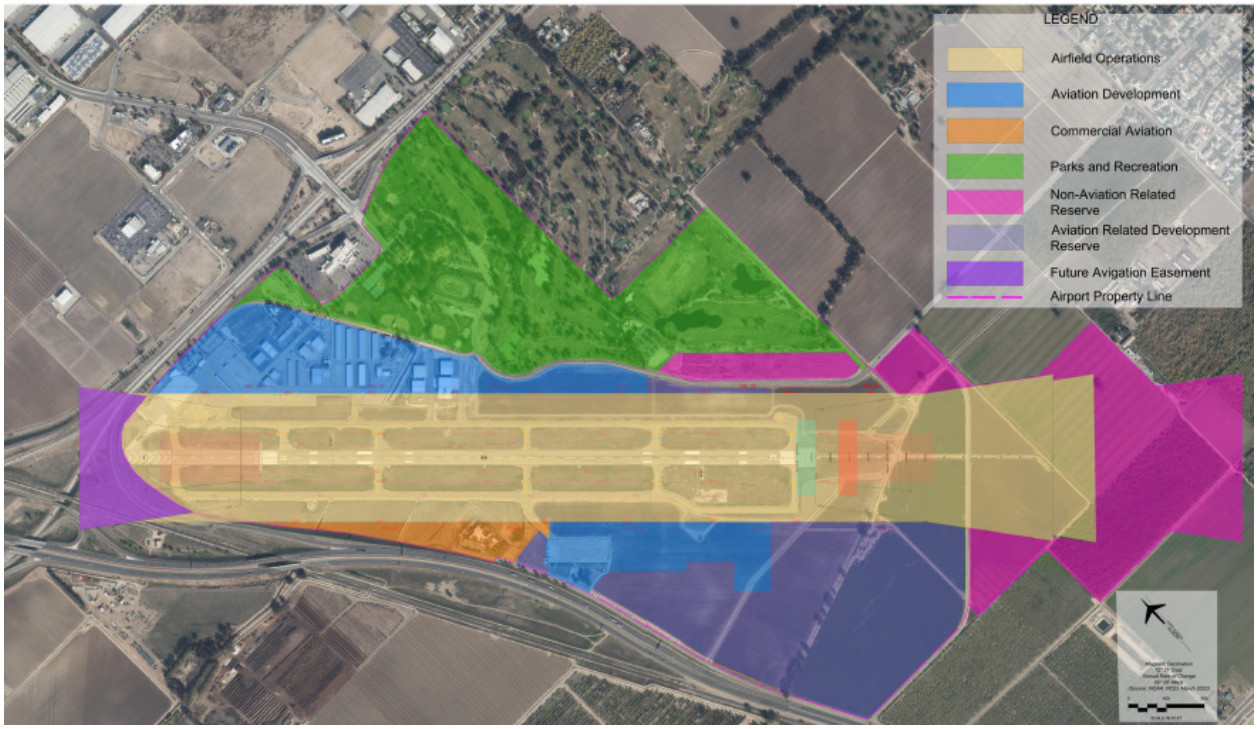
AIRPORT INFRASTRUCTURE

Visalia Municipal Airport (KVIS) is strategically located in close proximity to the Industrial Park, making it an ideal hub for logistics operations within the San Joaquin Valley. The airport features a single asphalt runway, Runway 12/30, which measures 6,562 feet in length, accommodating various cargo aircraft essential for freight operations. Fuel services at the airport are comprehensive, offering 24/7 self-service options for Jet-A and 100LL fuels. This ensures that cargo planes can refuel efficiently, minimizing downtime.

Visalia Municipal Airport operates with specific attendance hours, from Monday to Friday, 0800 to 1800, and Saturday to Sunday, 1000 to 1600. These attendance hours indicate when airport staff are available to provide services like fueling and customer support. However, the airport itself operates 24/7 via pilot controlled lighting allowing

pilots to land and take off outside these hours with access to essential services like self-service fueling.

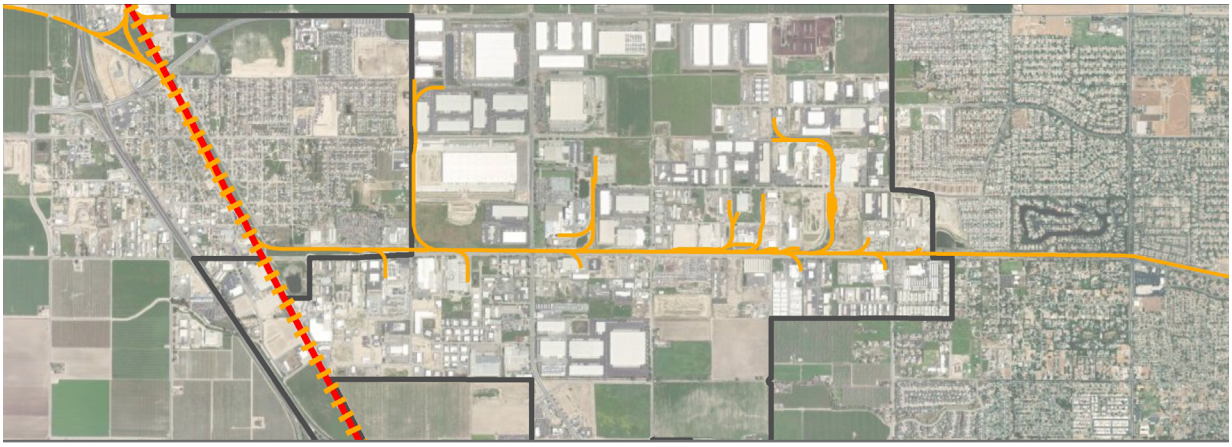
Economically, the airport stands out with no landing fees and competitive fuel prices, making it a cost-effective choice for logistics companies. The airport is currently in the final stages of an update to its Airport Layout Plan. This document serves as the road map for the next 15 years of development, both aeronautical and non-aeronautical 'within the fence' at the airport and ensures that the city is fully compliant with all Federal Aviation Administration guidelines and regulations. Overall, the Visalia Municipal Airport's robust infrastructure and comprehensive services make it a valuable asset that is capable of effectively meeting the demands of modern logistics operations.



RAIL INFRASTRUCTURE

Rail transport is also essential for Visalia's industrial transport infrastructure. Freight services play a critical role in moving agricultural commodities and manufactured goods, supporting local agriculture and attracting manufacturing and distribution centers. The rail lines serving Visalia enable efficient, cost-effective transportation of bulk goods, with the potential for expanding and enhancing rail services further solidifying Visalia's position as a key industrial hub.

The San Joaquin Valley Railroad, which is owned and operated by Genesee & Wyoming, strategically runs through the Industrial Zone along Goshen Avenue, offering businesses direct rail transport access. This railroad connects to the BNSF Railroad in Fresno and Bakersfield, and to the Union Pacific Railroad in Fresno, Goshen, and Bakersfield. The Union Pacific Railroad runs parallel to SR 99, just west of the Industrial Zone. These connections provide businesses with exceptional regional and national connectivity, ensuring streamlined logistics and efficient transportation solutions.



LEGEND

Union Pacific Railroad — San Joaquin Valley Railroad — Visalia Industrial Park

Dashed line indicates Trackage Rights.

SACRAMENTO
FRESNO
VISALIA
BAKERSFIELD
LOS ANGELES
LEGEND
San Joaquin Valley Railroad
BNSF Railroad
Union Pacific Railroad
Dashed line indicates Trackage Rights.

4.2 Wet Utility Infrastructure

WATER QUALITY AND SUPPLY

Visalia's industrial regions face significant water quality challenges due to historical industrial activities, especially around Goshen Avenue and Shirk Road. Groundwater contamination from pollutants such as wood preservatives and chemical solvents necessitates advisories against establishing new wells in affected areas to prevent further contamination.

The California Water Service Company (Cal Water) manages Visalia's water supply and distribution. The system includes 75 active groundwater wells from the Kaweah Sub-basin, pipelines, treatment plants, and storage facilities, all adhering to stringent state and federal guidelines to ensure potable water provision.

Cal Water confronts several challenges: meeting the increasing water demand from expanding commercial and industrial sectors, maintaining water purity in previously contaminated areas, and addressing overdraft conditions in the Kaweah Sub-basin. The Urban Water Management Plan outlines strategies for water conservation and infrastructure improvements to support denser development.

In compliance with the California Water Conservation Act of 2009 (SB X7-7), Cal Water has implemented various conservation initiatives. These include water usage assessments, high-efficiency toilet rebates, distribution of conservation kits, and educational programs aimed at reducing urban per capita water usage.

STORMWATER AND FLOOD MANAGEMENT

Visalia's stormwater and flood management infrastructure is crucial for protecting the city, located in California's Central Valley, from droughts and floods. The 1994 Storm Water Master Plan (SWMP), updating its 1989 predecessor, detailed essential facilities to support urban development until 2020. This plan mapped the city's waterways directing stormwater to large basins on the western periphery. A consultant assessed the current storm sewer system and recommended enhancements based on the General Plan update. The system collects drainage from streets and lots into storm drain pipelines, mostly guided by gravity, and occasionally by lift pumps, to the main drainage network. Detention and retention basins effectively manage stormwater during severe weather, minimizing flood risks.

The City is currently updating the Storm Water Master Plan to address evolving needs and regulatory requirements. Collaborative efforts between the city, the Kaweah Delta Water Conservation District, and the Tulare Irrigation District focus on improving stormwater management and groundwater recharge. The December 2005 Storm Water Master Plan elaborates on using infrastructure such as creeks and ditches for dual purposes. Recent adjustments to the SWMP, driven by the National Pollutant Discharge Elimination System (NPDES) Phase II regulations, promote sustainable stormwater treatment practices, including Low Impact Design (LID) strategies, reducing environmental impacts and supporting denser urban development.

INDUSTRIAL STORMWATER MANAGEMENT

Visalia's industrial development incorporates proactive measures to manage urban runoff and enhance water quality. Industrial zones are designed with privately owned detention basins for each significant facility, ensuring meticulous handling of industrial runoff and alleviating pressure on the municipal stormwater system. This approach underscores Visalia's commitment to reducing the industrial sector's environmental footprint, presenting a sustainable development model focused on stormwater management and ecological conservation.

The city's Geographic Information System (GIS) database is continually updated to ensure compliance with strict stormwater management guidelines for all developments, including industrial projects. This harmonizes industrial expansion with environmental stewardship, ensuring Visalia's infrastructure remains resilient and effective amidst evolving environmental and regulatory conditions.

WASTEWATER COLLECTION AND TREATMENT

Visalia's wastewater collection and treatment are managed by the City's Water Conservation Plant (WCP), located west of Highway 99 and south of Highway 198. As of 2023, the plant operates at an average daily flow of 12.6 million gallons per day, treating effluent to a secondary treatment level. The WCP is crucial in handling wastewater from residential, commercial, and industrial sources, ensuring that effluent meets regulatory standards before being discharged or reused.

The Sewer System Master Plan (SSMP) divides the city into eight service areas based on existing and proposed sewer trunklines and growth patterns established by the General Plan. This division aids in the development of the Capital Improvement Program for sanitary sewer facilities. The SSMP highlights the need for ongoing upgrades and expansions to meet future demands and maintain service quality.

Visalia's approach to wastewater management includes upgrading the WCP to produce recycled water suitable for various non-potable uses, such as landscape irrigation, which helps reduce demand on potable water supplies. This initiative aligns with broader water conservation and sustainability goals.

The City is also currently updating its Wastewater Master Plan to address future growth and regulatory requirements. Collaborative efforts with regional agencies aim to enhance wastewater management and groundwater recharge. The City continually seeks to improve its wastewater infrastructure to support urban development and comply with state and federal regulations, ensuring a sustainable and efficient wastewater system for Visalia.

Visalia Industrial Land Inventory Analysis

Sewer Utilities

Legend

- Air Release Valve
- Clean Out
- Clean Out (ON-SITE)
- Lift Station
- Manhole
- Manhole (ON-SITE)
- Sewer Laterals
  - 4 In
  - 6 In
  - 8 In
  - 10 In
  - 12 In
  - 15 In
  - 18 In
  - 20 In
  - 21 In
  - 24 In
  - 30 In
  - 33 In
  - 36 In
  - 42 In
  - 48 In

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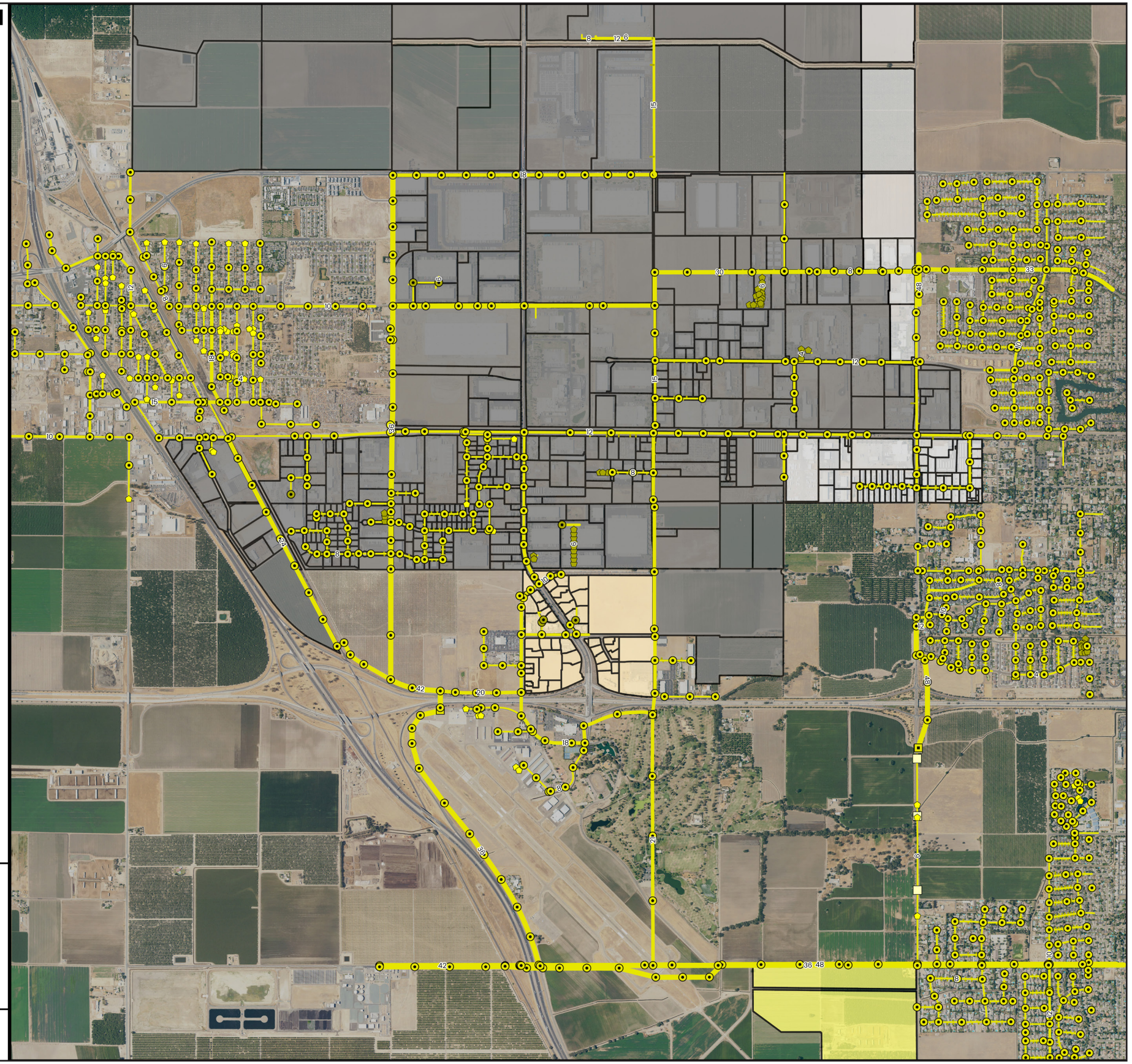
4CREEKS

N

0 0.3 0.6 Miles

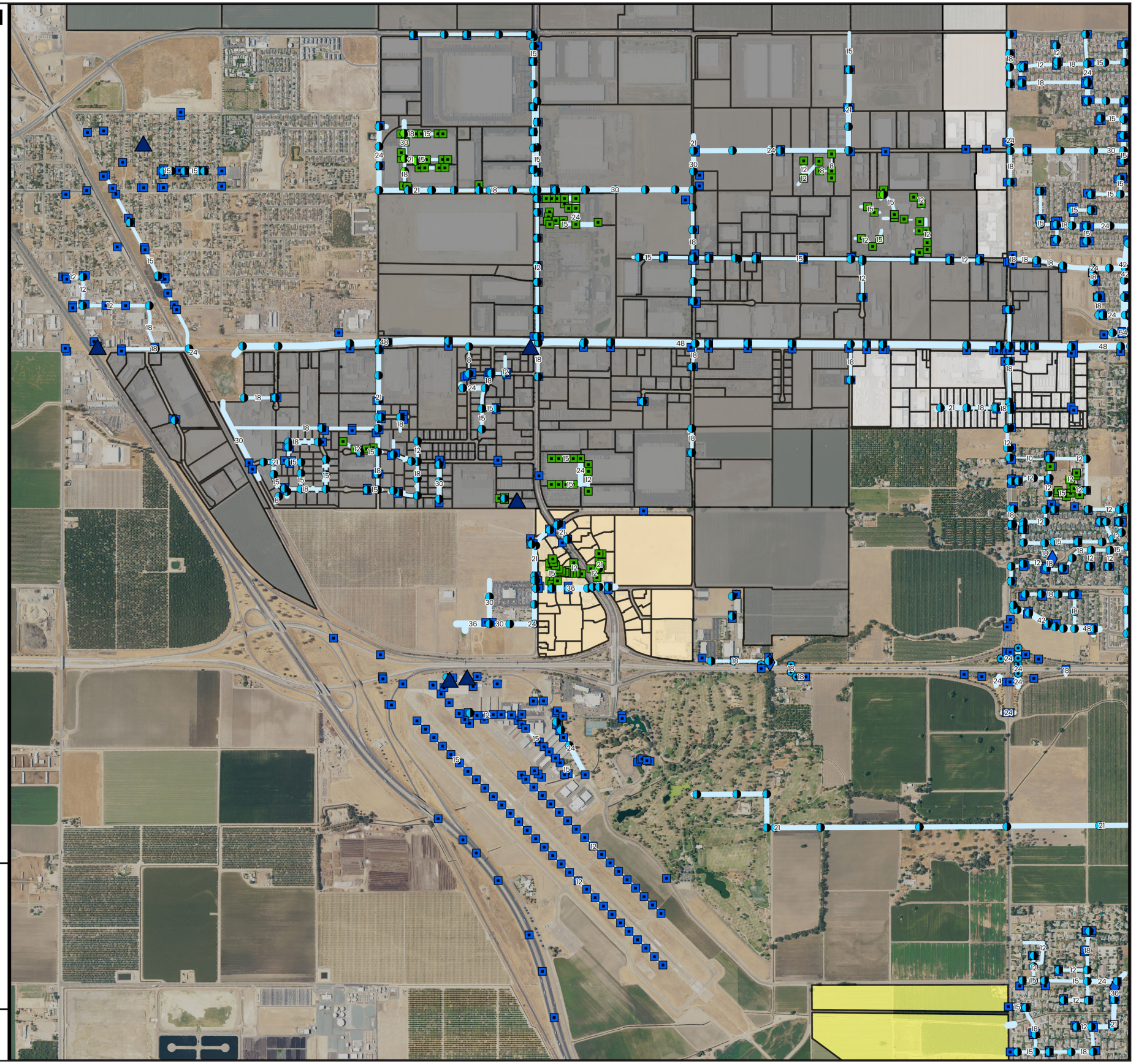


Visalia Industrial Land Inventory Analysis

Stormwater Utilities

Legend

- AFES
- Catch Basin
- Catch Basin (ON-SITE)
- Lift Station
- Manhole
- Manhole (ON-SITE)
- No Record of Structure
- 8
- 10
- 12
- 15
- 18
- 21
- 24
- 30
- 36
- 42
- 48
- 54



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4CREEKS

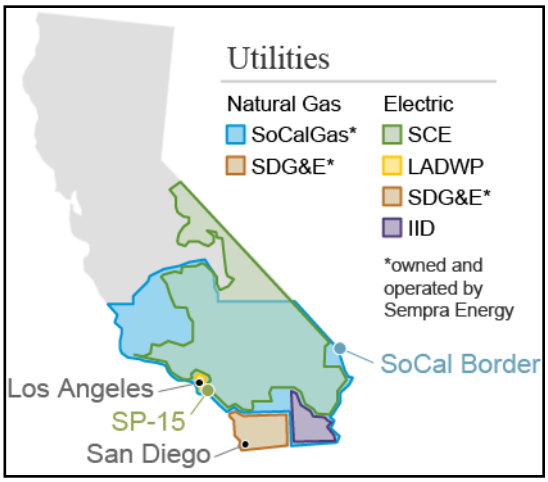
N

0 0.25 0.5 Miles

4.3 Energy Supply and Sustainability

Visalia exhibits an energy landscape that mirrors its geographical and industrial context. Energy, including industrial zones, is predominantly managed by Southern California Edison (SCE) for electricity and the Southern California Gas Company (SoCalGas) for natural gas. These entities cater to a broad spectrum of needs, encompassing residential, commercial, and, notably, the industrial sector.

SCE, among the nation's largest electric utilities, serves a vast area encompassing central, coastal, and Southern California, reaching over 15 million individuals. The utility is dedicated to developing a modern power network to meet evolving energy demands and is committed to community investment and sustainable energy practices. SCE procures its electricity from a diversified mix of power generation sources, including power plants, natural gas deposits, and renewable energy, distributed via high-voltage transmission networks. SoCalGas's infrastructure comprises four storage facilities throughout southern California and an extensive system of compressor stations and pipelines, ensuring consistent natural gas delivery across the region.



SCE has proactively engaged in several capital improvement projects (CIPs) in the northwest area of Visalia. These projects aim to enhance the reliability and capacity of the electrical grid, supporting the growing industrial and residential demands. SCE's GIS based, Distribution Resources Plan External Portal (DRPEP) provides detailed visualizations and updates on these ongoing improvements, highlighting areas where significant infrastructure upgrades are taking place.

In terms of energy management, Visalia adopts a forward-looking and sustainable approach. The city has initiated several projects to curb energy use and minimize greenhouse gas emissions. These initiatives encompass adopting green building standards to lessen energy consumption in new and upgraded structures and conducting thorough energy audits to pinpoint efficiency improvements in public buildings. Visalia's dedication to sustainability is further demonstrated by its

investment in alternative fuel vehicles, including compressed natural gas (CNG) buses and trucks, alongside the establishment of a CNG fueling station, acquisition of electric-hybrid vehicles, and the installation of photovoltaic (PV) systems at key facilities like the airport and transit center. Participation in the San Joaquin Valley Clean Energy Organization (SJVCEO) and formulating a Climate Action Plan (CAP) underscore Visalia's commitment to aligning with broader regional and state sustainability and emission reduction objectives. These measures display Visalia's environmental responsibility and position it as a leader in energy management and climate initiative leadership. Visalia's renewable energy and conservation efforts extend to its industrial land use strategy, emphasizing the integration of large-scale renewable projects and enhancing energy efficiency within industrial domains.

A notable development is the approval of a lithium-ion battery energy storage system (BESS) by the Tulare County Planning Commission. This new facility, situated southeast of Visalia, aims to hold 500 megawatts of energy for up to 12 hours, supporting peak energy demand periods. Occupying 40 of a 48-acre site traditionally used for agriculture, this project signifies a transition to renewable energy in Visalia's industrial and agricultural sectors. Scheduled for completion no earlier than 2026, this project exemplifies the region's commitment to diminishing dependence on fossil fuels and reducing greenhouse gas emissions, supporting California's environmental objectives and enhancing grid stability.

Another important BESS will be located within the industrial park on Sunnyview Avenue, just east of Clancy Street. Visalia is in the process of obtaining easements from YS Industries to connect this system to Shirk Street. This BESS will further support the industrial park by providing a reliable energy storage solution, enhancing the energy infrastructure, and supporting the ongoing growth and development in the area.

Additionally, Visalia's industrial strategy promotes solar energy adoption within its commercial and industrial sectors, providing resources and incentives for solar investment. This aligns with the goals of the Southwest Solar Transformation Initiative, aiming to make solar power more affordable and accessible, thus fostering sustainable and efficient energy practices. Supported by financial incentives, including a 30% Federal Tax Credit and the California Solar Initiative offering cash rebates for solar installations, these measures facilitate solar energy uptake in commercial properties, including inside the industrial zones.

Visalia is actively collaborating with SCE to enhance power supply for new industrial developments, ensuring reliable and sufficient energy for future growth. The City is actively working with SCE to improve service to new areas and mitigate power supply issues. One significant initiative involves exploring the development of a solar generation facility west of SR 99 near the City's wastewater treatment facility. This proposed facility is expected to provide adequate power to make the wastewater treatment facility 100% energy-independent and relieve considerable pressure from the energy grid. Additionally, the establishment of a microgrid will be assessed to determine if additional power is needed to support further industrial or development of supportive services for industrial and commercial uses such as hydrogen production for hydrogen fleet vehicles and trucking industry highlighting Visalia's proactive approach.

4.4 Access to Raw Materials

In Visalia, access to raw materials is facilitated by the city's strategic location in one of the most prominent agricultural regions in the world, as well as by local companies that source and supply these materials. For example, Sorma USA, a company based in Visalia and part of the Sorma Group from Italy, has recently expanded its facility to enhance its capacity for accessing more materials and machines. This expansion includes a new 20,000-square-foot facility that increases warehouse space and ensures raw materials are sourced in the USA. This move indicates Visalia's capacity to support industries requiring access to various raw materials, particularly those in the agricultural sector. Another key player in the local industry is Motion Industries, which offers a wide range of industrial supplies, including raw materials, to various sectors. The company's extensive catalog indicates a robust supply chain supporting various industrial needs within Visalia and beyond.

These examples underscore Visalia's strong position regarding access to raw materials, supported by its infrastructure, strategic expansions by local companies, and the city's significance in the agricultural landscape. This access drives local industries and contributes significantly to the broader regional economy.

4.5 Emergency Services and Safety Infrastructure

In the industrial sectors of Visalia, the city's emergency services and safety infrastructure exhibit a high level of preparedness and strategic foresight, specifically designed to protect the well-being of its industrial community and broader residents. This preparedness is shown by the robust operations of the Visalia Police Department and Fire Department, which are crucial for providing police protection, fire suppression, and emergency medical services within these critical areas.

Fire Station 55, located directly adjacent to the industrial park, plays a pivotal role in enhancing emergency

response times and operational efficiency. The presence of a specialized hazardous materials (hazmat) unit at Fire Station 55 significantly reduces liability insurance rates for companies in the industrial park, contributing to lower operational costs. This reduction is attributed to the improved Insurance Services Office (ISO) ratings, which reflect the superior fire protection services available to industrial businesses in the area.

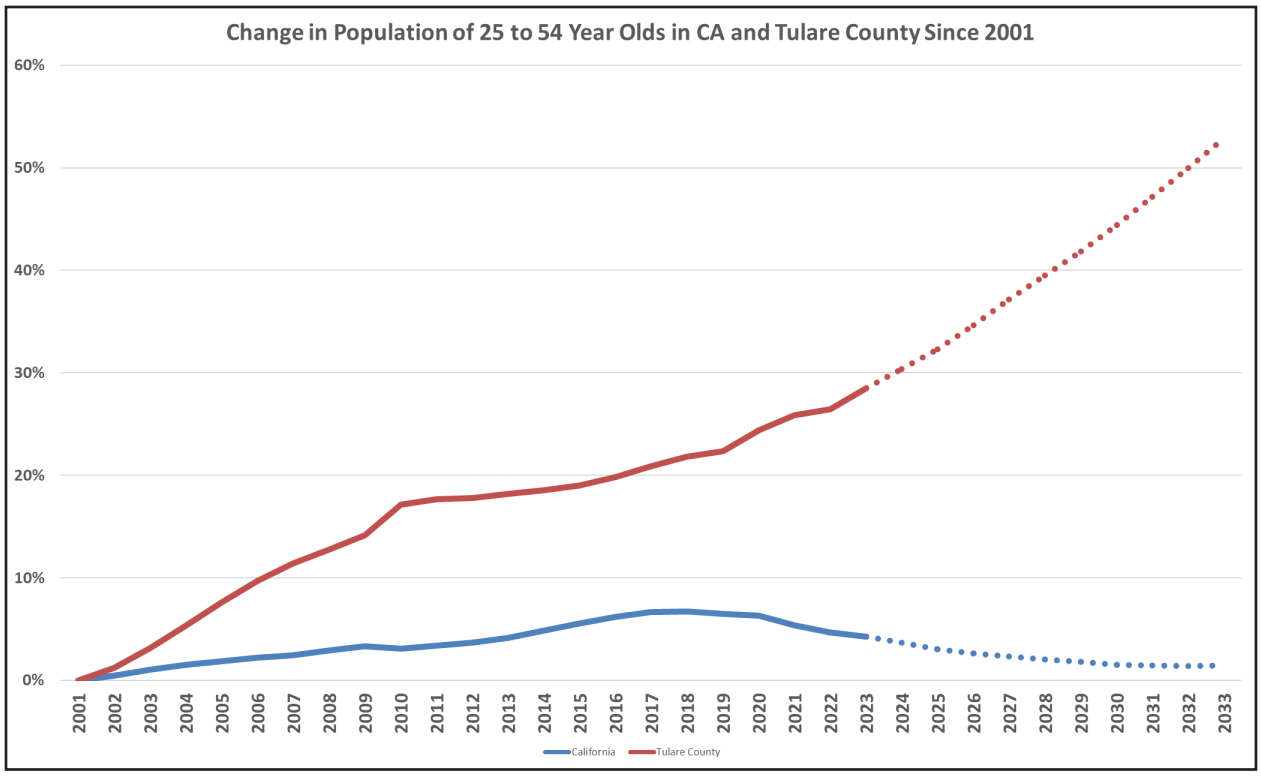
Visalia's emergency preparedness and response strategy is strengthened through collaborative efforts with county and state agencies, ensuring resilience against natural and man-made emergencies.

4.6 Labor Workforce Infrastructure

The labor and workforce infrastructure in Visalia is a vital component of the city's industrial sector. Recognized as a critical need, various local efforts are underway to address workforce development and ensure a steady supply of skilled labor for industrial occupations. This section highlights the initiatives and partnerships that contribute to the robust workforce infrastructure in Visalia.

WORKFORCE CHARACTERISTICS

Visalia boasts a notably young working population, which sets it apart from many other regions where the workforce is aging. According to the U.S. Census Bureau data from the 2020 American Community Survey, the median age in Visalia is approximately 33 years, compared to the national median age of 38.1 years. Additionally, about 28.2% of Visalia's population is under the age of 18, indicating a future pipeline of young workers entering the labor market. This demographic trend provides a dynamic and adaptable labor pool, ready to meet the evolving demands of the industrial sector.



EDUCATIONAL AND TRAINING INSTITUTIONS

- **College of the Sequoias:** College of the Sequoias offers a wide range of educational and vocational training programs to directly address the skill gaps identified by local employers. Programs include certificates and degrees in areas such as industrial automation, industrial mechanics, and manufacturing automation. College of the Sequoias is currently expanding it's facilities in Tulare. This expansion is aimed specifically at industrial-related occupations and is estimated to be completed in 2027. Additionally, the College of the Sequoia Training Resource Center offers specialized training and development services that further enhance the capabilities of the local workforce. The Training Resource Center collaborates closely with businesses to provide customized training solutions, ensuring that employees remain up-to-date with the latest industry standards and technologies. This partnership not only helps businesses maintain a competitive edge but also provides continuous learning and career growth opportunities for workers. Through initial funding support from the City of Visalia, the Training Resource Center has located its training office in the Visalia Industrial Park in space provided by Sorma USA. Other training providers in the industrial park include ACI, SJVC, Proteus, etc.

- **Lemoore College:** West Hills College Lemoore plays a crucial role in Visalia's labor workforce infrastructure by offering comprehensive Industrial Technology programs designed to prepare and upskill individuals for in-demand careers in manufacturing fields. These programs include certificates and degrees in areas such as industrial automation, industrial mechanics, and manufacturing automation. Students receive training in critical skills such as electrical systems, programmable logic controllers (PLC), automation, hydraulics, pneumatics, and

robotics. These flexible, industry-approved training options ensure that graduates are well-equipped to meet the needs of local employers and excel in the industrial sector.

- **SACA Program:** The Smart Automation Certification Alliance (SACA) program is a pivotal element of Visalia's industrial workforce development infrastructure, providing industry-recognized credentials in advanced manufacturing and automation technologies. Developed in collaboration with leading industry partners, SACA certifications ensure that individuals are proficient in key areas such as programmable logic controllers (PLCs), robotics, electrical systems, hydraulics, pneumatics, and other essential components of modern industrial operations. The regional adoption of the SACA program by multiple educational institutions, including Lemoore College, College of the Sequoias, College of the Sequoias Training Resource Center, and Visalia Adult School, highlights a collective effort to elevate the skill set of the local workforce. This widespread implementation ensures that a broad base of workers can access high-quality training tailored to meet the demands of the industrial sector. By aligning educational programs with industry standards, SACA certifications provide assurance to employers that certified individuals possess the practical, hands-on skills necessary for today's advanced manufacturing environments.

  In summary, the SACA program ensures that the local workforce remains competitive and capable of meeting the evolving demands of the industrial sector.

SECTION 5: CHALLENGES AND OPPORTUNITIES

5.1 Challenges

Visalia is an emerging market for industrial development, recognized for its favorable business climate and strategic location. However, despite the positive growth trajectory, several challenges threaten to hinder the continued expansion of industrial activities. Interview with stakeholders have identified three primary challenges to continued industrial growth in the City of Visalia: labor supply, regulatory factors, and power and infrastructure.

LABOR SUPPLY CHALLENGES

A recurring theme among stakeholders is the concern over the availability and quality of the labor force necessary for industrial growth in Visalia. The industrial sector, particularly manufacturing, demands a skilled workforce, including roles such as maintenance technicians and specialized operators. Stakeholders have highlighted that while distribution centers require less specialized skills, the manufacturing sector faces significant challenges in finding adequately skilled labor. Additionally, stakeholders emphasized the importance of adequate housing in attracting and retaining the workforce needed for industrial operations. Current housing development must keep pace with industrial growth to prevent labor shortages from becoming a bottleneck for development. Another concern raised by stakeholders is the impact of state regulations, such as the new fast-food minimum wage, on the competitiveness of industrial jobs. Industrial roles requiring physical labor may find it challenging to attract workers if wages do not remain competitive with other sectors.

REGULATORY CHALLENGES

Regulatory factors significantly influence the industrial development landscape in Visalia, impacting the pace and extent of growth. Regulations related to vehicle miles traveled (VMT) and air quality standards present significant hurdles for industrial growth, especially in rural communities like Visalia. These regulations can slow industrial expansion and affect long-term growth prospects. Although Visalia's local government is praised for its pro-business attitude and efficient processes, broader state and federal regulations remain challenging. High taxes and stringent environmental regulations in California deter industrial growth and can drive businesses to regions with more lenient policies. Ongoing legal challenges across the region create uncertainty and can delay project timelines. Navigating these legal complexities requires significant

resources, potentially deterring investors from pursuing industrial projects in Visalia.

POWER AND INFRASTRUCTURE CHALLENGES

Adequate infrastructure is vital for supporting industrial activities, and current conditions in Visalia present some challenges. Visalia occasionally faces difficulties in meeting the power demands of more energy intensive industrial operations. The existing power infrastructure needs enhancement to fully support the high energy requirements of larger power consumers such as advanced manufacturing, cold storage, or data centers. In addition to power, robust water and sewer infrastructure are crucial for industrial operations, particularly in manufacturing and food processing. Ensuring these utilities are sufficient and reliable is key for attracting and retaining industrial tenants. While road access, especially to major highways like Highway 99, is a strength, maintaining and improving this infrastructure remains important. Efficient transportation routes are essential for supporting the continued growth of industrial activities.

5.2 Opportunities

STRONG DEMAND FOR INDUSTRIAL SPACE

Visalia is currently experiencing a high demand for industrial spaces, particularly for distribution and logistics. This robust demand is driven by several factors. Firstly, Visalia's strategic location in the Central Valley, with access to major transportation routes like Highway 99 and Interstate 5, makes it an attractive alternative to the increasingly crowded and expensive industrial markets in the Bay Area and Los Angeles. The city's industrial market is considered an emerging hub for logistics operations, benefiting from the overflow of demand from larger markets like the Inland Empire, Fresno, and Bakersfield.

The market conditions for Visalia's industrial buildings have been strong and trending upward even before the COVID-19 pandemic. The pandemic accelerated the demand for logistics facilities, and this demand has remained high, despite a slight perception of decrease in recent months. The overall vacancy rate for industrial buildings in Visalia is notably low, reflecting a very tight market with a high demand for space. For instance, in 2023, the vacancy rate for industrial spaces in Visalia was only 1.6%, which signifies a very competitive market.

STRATEGIC LOCATION

One of Visalia's most significant advantages is its centralized location in California, coupled with easy access to major highways and proximity to key markets. Visalia is strategically positioned at the heart of the state, offering unparalleled logistical benefits to businesses. The city is located along California State Route 99 (Highway 99), a major north-south artery that runs through the Central Valley, connecting key agricultural and industrial regions. Highway 99 facilitates efficient transportation of goods to major markets such as Fresno to the north and Bakersfield to the south, as well as providing direct routes to Sacramento and other northern California regions.

Additionally, Visalia's proximity to Interstate 5 (I-5) further enhances its connectivity.

I-5 is one of the most significant transportation corridors on the West Coast, stretching from Mexico to Canada. This interstate provides vital links to major ports, such as the Port of Los Angeles and the Port of Long Beach, enabling easy access to international shipping routes. The ability to reach these ports within a one-day drive makes Visalia an ideal location for distribution centers and logistics operations that require rapid and cost-effective transportation of goods.

The city's accessibility is not limited to highways. Visalia is also served by the Visalia Municipal Airport, which supports corporate and general aviation needs. This adds an extra layer of connectivity for businesses that require air transportation for their operations.

The strategic location and superior accessibility make Visalia an attractive hub for businesses that rely on efficient and cost-effective transportation. Companies can easily move products across the state, country, and even internationally, leveraging Visalia's well-connected infrastructure.

PRO-BUSINESS ENVIRONMENT

Visalia's pro-business attitude is another significant factor contributing to its attractiveness for industrial development. The city is known for its efficient decision-making processes and readiness for development, which streamline the establishment and expansion of industrial operations. Stakeholders have praised the local government's commitment to creating a business-friendly environment, which includes providing support and resources to businesses, facilitating permits and approvals, and maintaining open lines of communication with industry leaders. This supportive atmosphere helps reduce bureaucratic hurdles and accelerates project timelines, making Visalia an appealing choice for industrial investors.

Visalia prides itself on having one of the most streamlined entitlement processes in the state. The City offers a one-week Site Plan Review (SPR) process where complete site plan applications submitted by Thursdays at 4:00 PM are reviewed the following Wednesday morning. This rapid review process involves all applicable departments, which provide their responses to the proposed project site plan.

If the project does not require any additional discretionary approvals, it can quickly proceed to the building permit submission stage. The city has established clear review deadlines for building permits. The initial submittal review is completed within 30 days, and resubmissions are reviewed within 15 days. If discretionary approval is required, the project will go to Planning Commission for approval. The Planning Commission holds meetings twice monthly to ensure timely processing of applications.

COMPETITIVE COSTS

Compared to larger markets like Los Angeles and the Bay Area, Visalia offers lower costs of land and operation. This cost advantage is a significant draw for businesses seeking to minimize expenses while maintaining proximity to major markets. The affordability of industrial land in Visalia allows companies to invest in larger or more advanced facilities without the prohibitive costs associated with more densely populated areas. Additionally, lower operational costs contribute to overall business efficiency and

profitability, making Visalia a financially attractive option for industrial enterprises.

Moreover, Visalia's relatively affordable living costs play a crucial role in attracting and retaining talent. For instance, in June 2024, the median home price in Visalia was $389,500, compared to the California median home price of $858,900 in May 2024. This stark contrast in housing costs makes it easier for workers to find affordable housing, reduce living expenses, and maintain a higher quality of life. Additionally, the cost of living in Visalia is lower than in larger metropolitan areas, allowing employees to enjoy a comfortable lifestyle without the financial pressures found in more expensive regions.

HOUSING STATUS AND COST

Source: American Community Survey - 2022 5-Year Estimates: Selected Housing Characteristics (DP04);
https://data.census.gov/cedsci/

	Visalia	Sacramento	Reno	Riverside	Oakland	Tulare County	California	United States
Owner-occupied	60.0%	50.7%	48.3%	55.5%	42.1%	58.3%	55.6%	64.8%
Renter-occupied	40.0%	49.3%	51.7%	44.5%	57.9%	41.7%	44.4%	35.2%
Homeowner Vacancy Rate	0.4	0.7	1.4	0.8	0.9	0.8	0.9	1.1
Rental Vacancy Rate	3.9	3.7	3.9	4.1	5.0	2.5	4.0	5.5
Median Value of Owner Occupied Units	$316,600	$ 450,500	$462,100	$485,500	$883,800	$280,900	$ 659,300	$ 281,900
Median SMOC* (units w/mortgage)	$ 1,848	$ 2,236	$ 1,956	$ 2,273	$ 3,375	$ 1,700	$ 2,759	$ 1,828
SMOCAPI less than 20% (w/mortgage)**	42.4%	38.1%	45.4%	38.3%	35.9%	40.5%	35.6%	47.3%
Median Gross Rent	$ 1,289	$ 1,592	$ 1,360	$ 1,711	$ 1,849	$ 1,137	$ 1,856	$ 1,268
GRAPI* 35% or more**	38.4%	43.9%	40.4%	48.5%	40.9%	42.1%	45.0%	40.8%
Vacant housing units estimate	2,047	10,284	7,089	4,977	14,248	10,520	1,108,620	15,207,260
Vacant housing units %	4.3%	5.0%	6.0%	5.2%	7.7%	7.0%	7.7%	10.8%

*Selected Monthly Owner Costs (SMOC): includes mortgages, real estate taxes, etc.
**Selected Monthly Owner Costs As a Percentage of Household Income (SMOCAPI)
***Gross Rent As a Percentage of Household Income (GRAPI)

As seen in the table above, the comparison between Visalia and California reveals key insights about housing affordability. Visalia's SMOCAPI is relatively high at 42.4% and the city's GRAPI is 38.4%, much lower than the state average of 45%. This suggests that Visalia has more affordable housing options when factoring in household incomes and housing costs. As a result, Visalia households likely enjoy more discretionary income compared to those in other parts of California. This is a positive sign for the local economy, as it indicates residents have more financial flexibility beyond housing expenses. However, the low homeowner vacancy rate of 0.4, compared to California's 0.9, highlights a tight housing market. This low vacancy rate suggests that housing supply in Visalia is insufficient to meet current demand, which could put pressure on prices over time. This suggests a need to increase housing supply to address the existing gap and maintain affordability in the long term.

In terms of labor costs, workers in the Visalia-Porterville, CA Metropolitan Statistical Area had an average hourly wage of $25.40 in May 2022, which is 15 percent below the nationwide average of $29.76 and significantly lower than the California mean hourly wage of $37.45 in 2022. This lower labor cost is advantageous for businesses as it helps to keep operational expenses down while still attracting skilled workers.

The affordability of Visalia helps companies attract and retain a stable workforce, as employees can benefit from competitive wages while enjoying a lower cost of living. Furthermore, Visalia's public schools are above average, providing quality education for employees' families, which adds to the overall appeal of the city. By providing a balance of affordable living, competitive wages, and lower labor costs, Visalia enhances its appeal to both businesses and workers, fostering a robust industrial workforce essential for sustained growth.

HIGH SCHOOL GRADUATION RATE

Source: CA Dept of Education, DataQuest - Five-Year Cohort Graduation Rates, 2022-23
http://www.cde.ca.gov/ds/
* https://www.washoeschools.net/
**U.S. average adjusted cohort graduation rate (ACGR) 2021-22 for public high school students (source: National Center for Education Statistics)

	Visalia	Sacramento	Reno*	Riverside	Oakland	Tulare County	California	United States**
School District	Visalia Unified	Sacramento City Unified	Washoe County	Riverside Unified	Oakland Unified			
District Grad. Rate	92.9	89.1	81.1	95.4	77.9	89.5	88.7	87.0

COLLEGE GOING RATE

Source: CA Dept of Education, DataQuest - College Going Rate for CA High School Students 2021-22
http://www.cde.ca.gov/ds/

	Visalia	Sacramento	Reno	Riverside	Oakland	Tulare County	California
School District	Visalia Unified	Sacramento City Unified	Washoe County	Riverside Unified	Oakland Unified		
College Going Rate	69.2	63.6	N/A	55.7	56.8	59.0	62.0

5.3 Potential Locations For New Development

EXISTING VISALIA INDUSTRIAL PARK

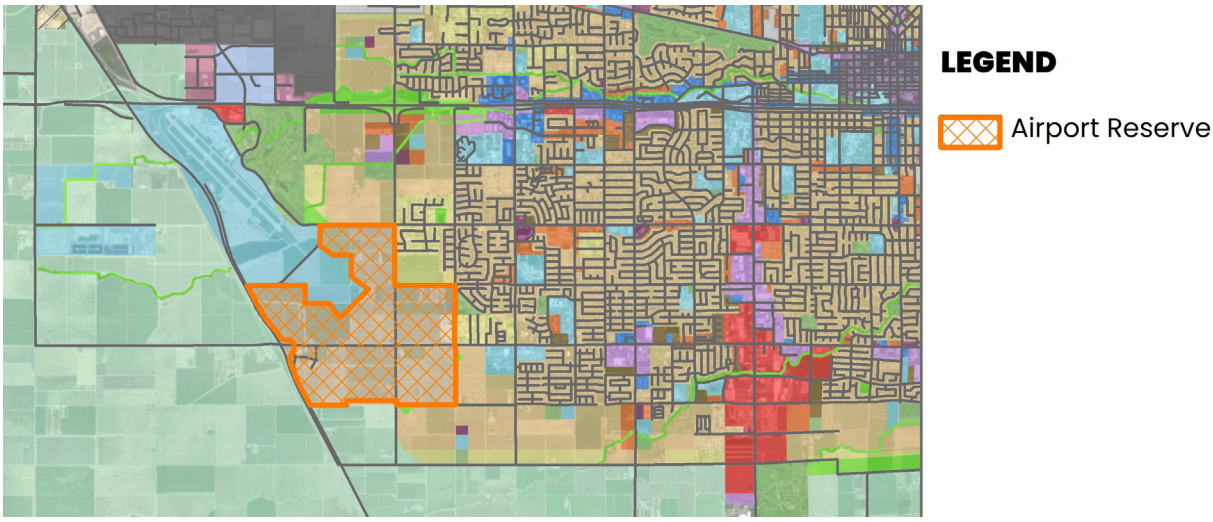
The Visalia Industrial Park, spanning over 4,342 acres, is designated for various uses under the Visalia General Plan, including Industrial, Light Industrial, and Business Research Park, under the zoning categories of I, Industrial, I-L, Light Industrial and BRP. Among these, 42 parcels totaling 1,195 acres are identified as potentially developable, vacant, and not currently under development plans. These comprise 976 acres for

industrial use, 117 acres for light industrial, and 102 acres for Business Research Park land uses. The surrounding areas include farmland and dairies to the north, Highway 198 to the south, the City of Visalia, predominantly residential, to the East, and the community of Goshen to the West.

Infrastructure within the Visalia Industrial Park is well-established, offering convenient access to SR99 and SR198 via Riggin Avenue and Plaza Drive, which are four and six-lane arterials. Riggin Avenue facilitates connection to the Betty Drive Interchange, while Plaza Drive links to SR 198, with a recent widening of the overpass enhancing access. The San Joaquin Valley Railroad, which is owned and operated by Genesee & Wyoming, traverses the center of the industrial zone along Goshen Avenue, extending branches throughout for accessible rail service to businesses. Utility infrastructure, including sewer, stormwater, and electricity, is readily available, making connections within the park relatively straightforward.

Environmental considerations within the Visalia Industrial Park note that while some sites may replace agricultural areas, most parcels poised for development, particularly those vacant within the industrial park, present minimal environmental impacts. To alleviate concerns regarding the conversion of farmland, the City of Visalia has implemented an agricultural mitigation program. This program ensures that any development replacing agricultural land can easily mitigate the impact, preserving agricultural resources and maintaining the balance between urban growth and agricultural preservation. The park's strategic location bordered by Visalia and Goshen, coupled with easy access to SR99 and SR198, ensures convenient accessibility for the labor market from nearby cities such as Tulare and Hanford. However, scalability may be constrained by the lot sizes and the existing industrial landscape. Additionally, the California Department of Toxic Substances has identified six potentially contaminated sites within the industrial park, indicating areas requiring further attention before development proceeds.

AIRPORT RESERVE



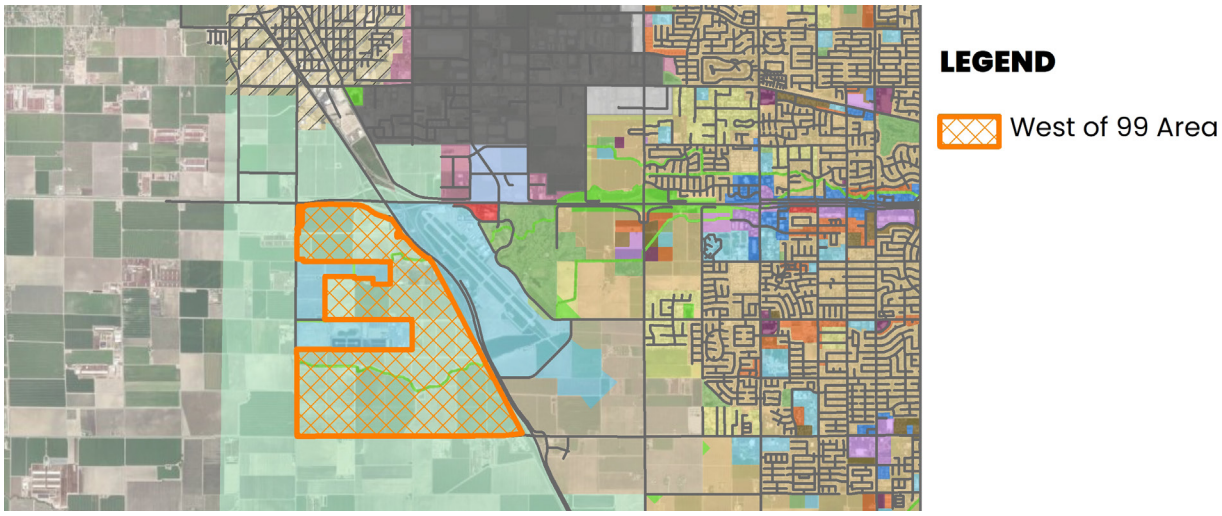
This expansive area includes 47 parcels across 1,502 acres, of which 32 parcels totaling 1,354 acres are currently undeveloped or underdeveloped. This area is designated by

the Visalia General Plan as Reserve and is currently located outside of City Limits.

This area offers close proximity to the SR99 and Caldwell Avenue Interchange. Future buildout of Shirk Road will further enhance this area's accessibility. Additionally, this area offers close proximity to the airport, which may be a benefit to some manufacturing and logistics tenants. Despite the absence of direct rail access, existing tracks run alongside Highway 99 and are not far from this area.

However, it's important to note that the area is mostly undeveloped farmland, and, at present, lacks stormwater, sewage, and water utilities to support industrial development. From an environmental and risk assessment standpoint, converting the farmland for non-agricultural purposes poses potentially significant changes. Most of the land falls within the X02 flood zone, with only minor portions in the AE flood zones, and there are no known contaminants, which slightly mitigates environmental concerns. To address concerns regarding the conversion of farmland, the City's agricultural mitigation program will apply, ensuring that development in this area can mitigate the loss of agricultural land, thus supporting sustainable growth. The site's strategic location near Visalia to the East and SR99 to the West makes it readily accessible to the labor market from Tulare, Hanford, and other nearby cities, suggesting a favorable proximity to a broad workforce. Additionally, the substantial size and scalability of the land offer ample room for growth and future development, marking it as a prime candidate for diverse industrial developmental projects.

WEST OF SR 99

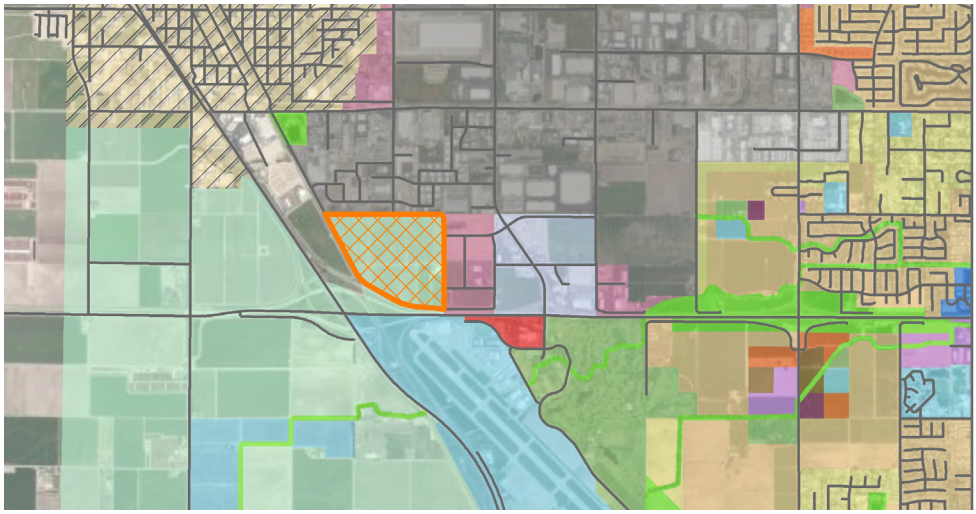


Covering an area West of SR 99, this land consists of 16 parcels, collectively encompassing 1,475 acres that can be potentially developable. The general plan for this area designates its use primarily for Agriculture, with a small amount for Conservation. The zoning is identified as X for County Land in the northern area, and A for agriculture in the southern area. This location is situated around the existing Visalia water treatment plant and adjacent land for the plant's expansion, currently designated as Public-Institutional. The transportation infrastructure in this area includes the SR99 Interchange with Caldwell Avenue near the southern boundary and the northern boundary is near the SR99 and SR198 interchange. However, there is no direct access onto the highway to the north. Caldwell Avenue and Road 68, located

to the south and East of this area, are both currently a two-lane road. While there's no direct rail access, existing tracks border the area to the East alongside SR99. As mostly undeveloped farmland, the area is expected to have limited to no stormwater, sewage, and water utilities.

The transition of this farmland to non-agricultural uses will have environmental implications, especially considering the streams, ditches, and ponds that are scattered throughout the area, necessitating avoidance or mitigation efforts. To address the potential impact on agricultural land, the City's agricultural mitigation program will be applied, ensuring that projects can mitigate potential impacts to agricultural resources while facilitating industrial growth. In terms of risk assessment, most of this tract falls within the "A" Flood Zone, with a portion of the northern area in the "X" Flood Zone, and no known contaminants have been identified. The area's accessibility from Visalia to the East and SR99 to the West makes it an attractive option for workers from Tulare, Hanford, and other nearby cities, indicating a favorable proximity to a robust labor market. Although there is room to grow and scale, development would need to be strategically planned around the water treatment plant and the existing water features, presenting unique challenges and opportunities.

TOOR AREA



The Toor Area, located at the northeast corner of Highway 99 and SR 198, comprises approximately 130 acres across five parcels. This area is strategically positioned, bordered by industrial development to the north and service commercial to the east, making it an attractive location for potential industrial expansion.

Part of the Toor Area falls within the city limits and is currently zoned for agricultural use. A portion of the site has undergone Site Plan Review (SPR) to propose a rezoning from agricultural to industrial use, indicating significant interest in developing this area for industrial purposes. However, it has not yet been rezoned. The site is currently designated for agricultural use under the City's General Plan. As with other areas, the City's agricultural mitigation program will apply here, ensuring that development can implement mitigation measures to offset the conversion of agricultural land to industrial use. The infrastructure within the Toor Area is conducive to industrial development. A sewer main runs through the site, ensuring efficient wastewater management. Additionally,

stormwater access is readily available from nearby American Street, further supporting the site's development potential.

The established infrastructure and strategic location near major highways make the Toor Area a prime candidate for industrial growth. Its accessibility from Highway 99 and SR 198 ensures excellent connectivity for logistics and transportation, enhancing its appeal to potential industrial tenants.

The Toor Area's proximity to existing industrial and commercial developments underscores its potential as a significant contributor to Visalia's industrial landscape, offering ample opportunities for growth and development.

SECTION 6: RECOMMENDATIONS AND CONCLUSION

6.1 Recommendations and Strategies

The following strategies and recommendations have been identified to address stakeholder-identified challenges and capitalize on Visalia's opportunities for industrial growth. These recommendations aim to ensure the city's infrastructure, housing, and utilities can support the projected increase in industrial development, thereby fostering economic growth and sustainability.

RECOMMENDATION #1: DESIGNATION OF ADDITIONAL INDUSTRIAL LAND

To support projected industrial growth, it is recommended that an additional 405 acres within the Reserve area be designated for industrial development.

Supporting Evidence and Rationale:

Under the highest projected growth scenario for industrial development in Visalia, the City will require an additional 6.4 million square feet of industrial building space by 2033. With a floor area ratio (FAR) build-out of 0.15, this translates to approximately 1,102 acres. However, this projection does not account for the necessary support services and infrastructure related to industrial uses.

Currently, only 66% of the developed parcels designated as industrial in Visalia are utilized for light manufacturing, heavy manufacturing, or distribution/warehouse purposes. Approximately 33% of these lands are dedicated to support services such as utilities, offices, commercial establishments, and restaurants. Future industrial development is expected to maintain a similar ratio of support uses.

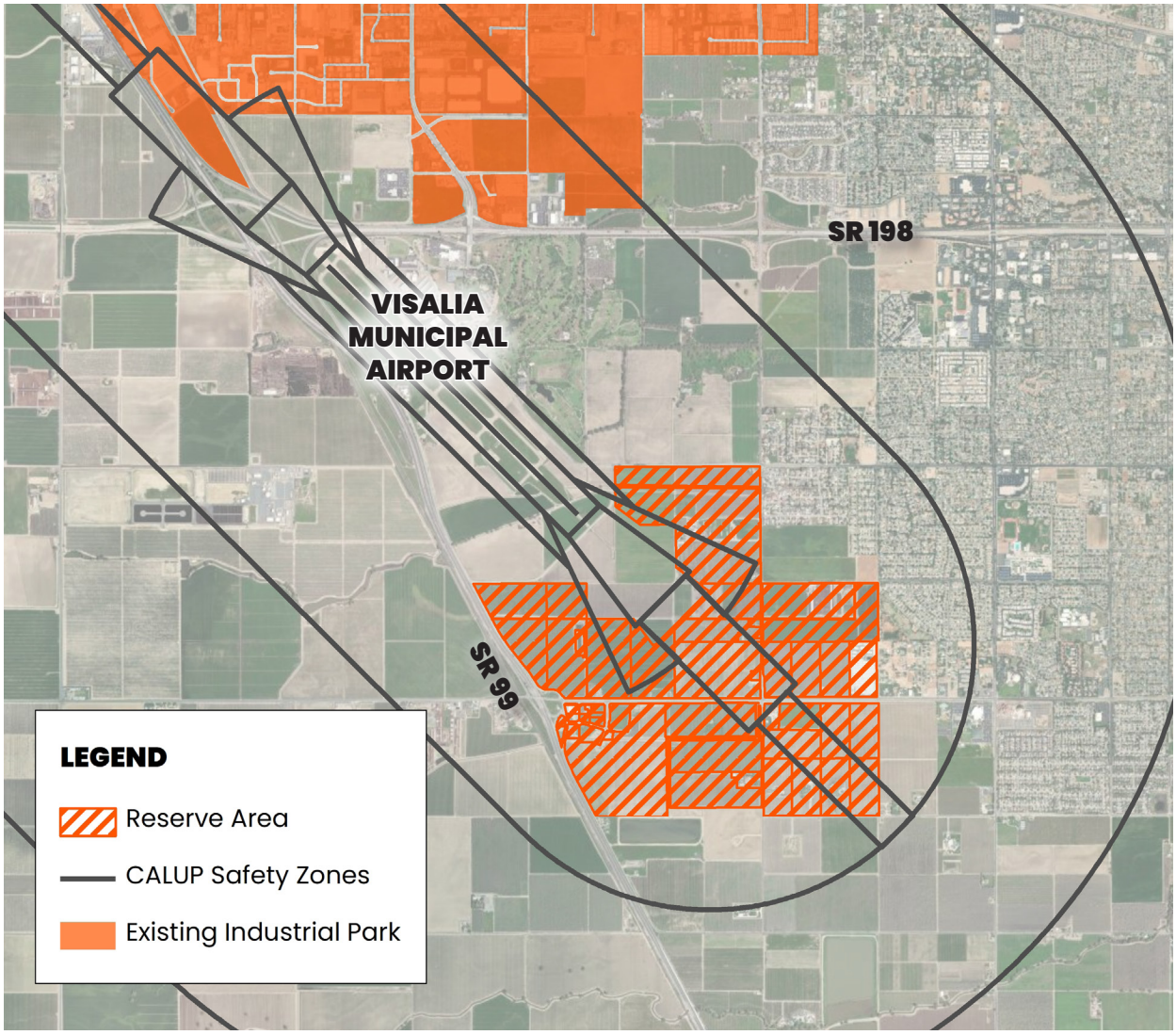
In addition to support services, a portion of the land will be needed for transportation accessibility and rights of way (ROW). Presently, about 9% of the area designated as Industrial, Light Industrial, and Business Research Park in the General Plan is utilized for public ROW. It is anticipated that future industrial growth will require similar ROW allocations. Considering the need for support services and ROW, the total area required to support the projected 6.4 million square feet of industrial building space is approximately 1,600 acres.

The City of Visalia's General Plan currently designates 1164 acres of vacant land for Light Industrial, Industrial, or Business Research Park uses. This results in a shortfall

of at least 435 acres needed to meet future industrial growth demands. Therefore, it is necessary to identify and designate additional land to ensure that Visalia can accommodate future industrial development.

The Reserve area is particularly suitable for this designation for several reasons. Portions of the Reserve area lie within airport zones, which are unsuitable for residential or other sensitive uses, making them ideal for industrial development. Additionally, the area offers close proximity to the SR99 and Caldwell interchange, providing excellent transportation connectivity. The future development of Shirk Road will further enhance access to this area, making it even more attractive for industrial use.

Aligning with the Visalia General Plan's objectives, this recommendation emphasizes the importance of providing adequate land in a variety of parcel sizes for industrial development, thereby strengthening the City's role as a regional manufacturing center. Policies aimed at ensuring compatibility between industrial lands and adjacent dissimilar land uses, as well as maintaining high standards for infrastructure and design, further support this recommendation.



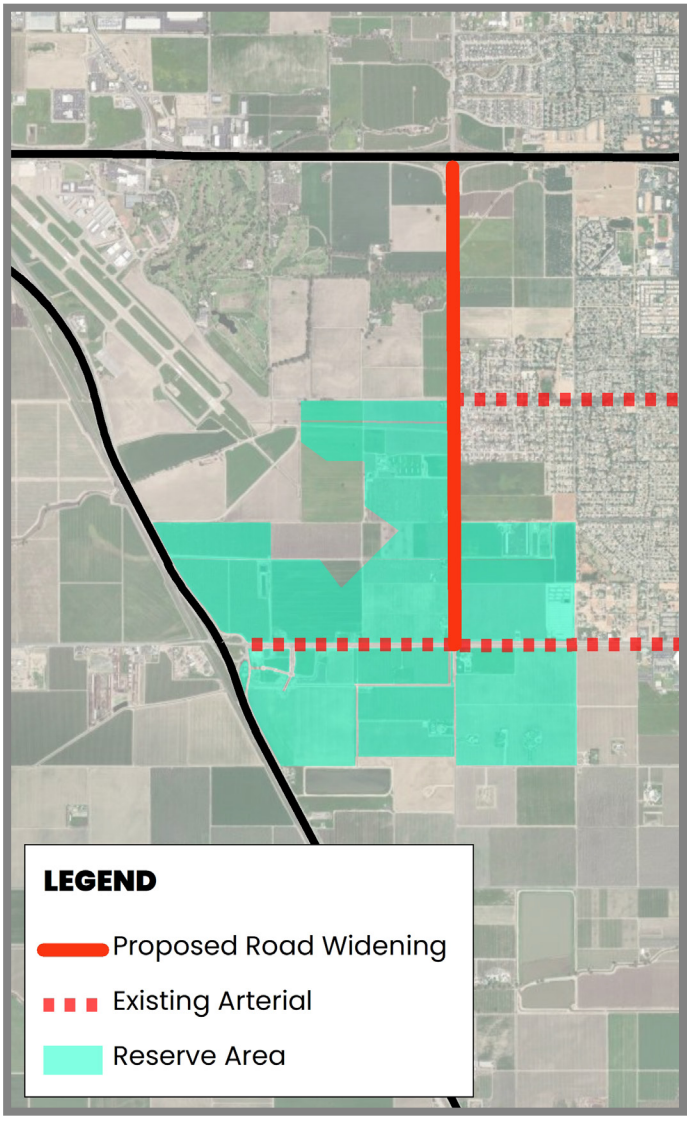
RECOMMENDATION #2: UTILITIES EXPANSION

The Reserve area is currently outside of City limits and lacks the necessary infrastructure to support industrial development. If the City follows Recommendation #1 to reclassify 435 acres of the Reserve area for industrial use, it is essential to extend water, sewer, and stormwater lines to this area. Therefore, it is proposed that water, sewer, and stormwater mainlines be extended to the south along Shirk Road and to the west along Caldwell Avenue to connect this area to City services.

RECOMMENDATION #3: SHIRK ROAD EXPANSION

If the City follows Recommendation #1 to reclassify 435 acres of the Reserve area for industrial use, it is recommended that Shirk Road be fully built out to its ultimate Right-of-Way from Caldwell Avenue to SR 198.

Building out Shirk Road to its full ROW width will greatly support and accelerate industrial development in the reclassified Reserve area. The strategic location near SR 99 and SR 198 is one of Visalia's main draws for industrial developers. The segment of Shirk Road between Caldwell Avenue and SR 198 currently operates as a two-lane road with limited capacity for high volumes of traffic. However, if Shirk Road were fully built out, this segment would serve as an effective connection to SR 99 and SR 198, greatly improving the market value of the reclassified Reserve area. By ensuring that the Reserve area is well-connected, Visalia can attract a diverse range of industries, creating job opportunities and stimulating economic growth.



RECOMMENDATION #4: RENEWABLE ENERGY DEVELOPMENT

To support the additional industrial development in the reclassified Reserve area, an increase in power generation capacity is required. It is proposed to establish a solar facility west of SR 99 near the wastewater treatment plant. This strategic location is suitable for large-scale solar installations and leverages existing infrastructure.

This renewable energy initiative aligns with Visalia's commitment to sustainability and environmental stewardship. Utilizing solar power reduces reliance on non-renewable energy sources, thereby decreasing greenhouse gas emissions and promoting clean energy. This sustainable approach not only meets the energy needs of the industrial development but also enhances Visalia's reputation as a forward-thinking, environmentally conscious city.

Supporting Information:

To accommodate the projected industrial growth, significant energy resources will be needed. The industrial buildings in the reclassified Reserve area are estimated to consume approximately 128 million kWh annually, assuming an average consumption rate of 20 kWh per square foot per year for 6.4 million square feet of industrial space.

In Visalia, one acre of solar panels can produce approximately 525,000 kWh per year. To meet the energy demands of the future industrial space, it is estimated that around 244 acres of solar panels will be required. Establishing a solar facility near the wastewater treatment plant, west of SR 99, is a strategic choice due to the availability of land and the proximity to existing infrastructure.

RECOMMENDATION #5: HOUSING DEVELOPMENT FOR WORKFORCE

Workforce housing availability has been identified by stakeholders as a potential constraint to industrial development. To support the projected industrial growth and the creation of approximately 3,000 new jobs in Visalia, it is essential to ensure that the housing supply keeps pace with industrial development. It is recommended that additional land be designated for residential use to accommodate the projected increase in the workforce.

Supporting Information:

Ensuring an adequate supply of housing is a critical component to maintaining a stable and available labor force for industrial operations. Without sufficient housing, the city may face labor shortages, which could hinder industrial growth and economic development. To maintain the current ratio of 1.25 jobs per employed resident, an additional 2,400 new housing units will be needed to support the addition of 3000 new industrial jobs.

Suitable areas for this residential development include portions of the Reserve area that do not overlap with the airport safety zones, as well as other areas within the City's Sphere of Influence (SOI).

Further analysis is recommended to determine the exact amount of additional housing needed over the planning timeframe and to identify the most suitable locations for this development. This analysis should consider factors such as proximity to industrial areas, availability of infrastructure, compliance with safety and environmental regulations, and consistency with the City of Visalia General Plan Housing Element Update goals and policies, including the following:

Goals:

1. **A Diversity of Housing to Meet Local Needs:** Provide a broad range of housing types and densities to meet the needs of all Visalia residents.
2. **Mixed Use, Infill, and Downtown Development:** Promote mixed-use, infill, and downtown development in Visalia.
3. **Encouraging Construction and Maintenance of Affordable Housing:** Support the development of affordable housing through various incentives and collaborations

Policies:

1. **HE Policy 1.1:** Ensure sufficient land is available and zoned at a range of residential densities to accommodate the city's regional share of new construction housing.
2. **HE Policy 1.4:** Encourage a mix of residential development types in the city, including single-family homes, townhomes, row houses, live-work units, planned unit developments, accessory dwelling units, and multi-family housing.

3. **HE Policy 1.7:** Promote development standards that ensure new residential developments are long-term assets to the city, make effective use of land, and are compatible with adjacent land uses.
4. **HE Policy 2.1:** Provide regulatory incentives to promote infill development on vacant and underutilized land within the city limits.
5. **HE Policy 3.1 - 3.20:** Encourage the development of affordable housing by design, such as small lot single-family units and accessory dwelling units (ADUs). Promote cooperation between the public sector, private sector, and non-profit affordable housing entities.
6. **HE Policy 5.1 - 5.7:** Encourage the development of housing for elderly, persons with disabilities, large families, and families in need of emergency shelter. Facilitate private sector development and support non-profit organizations in the development of affordable housing.

By aligning with these goals and policies, the recommendation for workforce housing development supports the broader objectives of the City's Housing Element, ensuring that Visalia remains a vibrant and economically resilient community capable of accommodating future growth.

RECOMMENDATION #6: INCLUDE COMPREHENSIVE MEDICAL FACILITIES AND SERVICES IN THE BUSINESS RESEARCH PARK ZONE

Based on the projected job growth and market needs, the following additional uses are recommended for inclusion in the Business Research Park zoning designation:

- **Medical Offices and Clinics:** Allow for a broader range of medical uses, including specialty clinics, outpatient care facilities, and diagnostic centers, to support the expanding healthcare sector and meet community needs. Some examples would include physical therapists, physicians/surgeons, dentists/orthodontists, optometrists, chiropractors, etc.
- **Healthcare-Related Research Facilities:** Include uses related to medical and healthcare research to foster innovation and collaboration within the BRP zone.
- **Pharmaceutical and Biomedical Labs:** Permit the establishment of pharmaceutical and biomedical research laboratories, which are complementary to medical office uses and contribute to the development of a healthcare hub within the BRP zone.
- **Support Services for Medical Offices:** Allow ancillary services that support medical offices, such as pharmacies, medical supply stores, and rehabilitation centers, to create a comprehensive medical service area.
- **Health and Wellness Centers:** Include facilities that promote overall health and wellness, such as fitness centers, therapy centers, and health education facilities, which align with the objectives of a Business Research Park focused on health-related uses.

Considering that health and medical services are the fastest growing job sector in Visalia, expanding the allowable uses within the BRP zone to include a wider range of medical office uses and healthcare-related facilities will provide a multitude of benefits to the community. These benefits include enhanced economic development,

greater access to healthcare services, and opportunities for medical and healthcare innovation.

The proposed additions to the allowable uses within the Business Research Park zone aligns with the broader objectives of the Visalia General Plan and will support the demands of the City's growing population. By implementing these changes, the City of Visalia can better support its healthcare sector, attract diverse businesses, and promote sustainable economic growth.

6.2 Conclusion

The Industrial Lands Inventory Analysis for the City of Visalia highlights a vibrant and evolving industrial landscape poised for significant growth. The city's strategic location, robust demand for industrial space, and supportive business climate create a favorable environment for industrial development. However, addressing key challenges related to labor supply, regulatory factors, and infrastructure is essential to sustain and enhance this growth.

By leveraging its strategic opportunities and implementing targeted recommendations, Visalia can continue to attract and retain industrial investments, driving economic development and improving the quality of life for its residents. The ILIA serves as a critical tool in this endeavor, providing policymakers, planners, and stakeholders with the insights and data needed to make informed decisions and foster a resilient and dynamic industrial sector.

Visalia's commitment to strategic planning and proactive industrial land stewardship ensures that its industrially designated lands will remain engines of the economy and critical investments for economic resiliency and community well-being. As the city continues to navigate the complexities of industrial development, the insights and recommendations from this analysis will guide its efforts to achieve sustainable growth and long-term prosperity.

PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF RESERVE AREA LAND USE DESIGNATIONS, SPECIFIC PLAN FOR POTENTIAL INDUSTRIAL LAND USES, AND PROGRAM ENVIRONMENTAL IMPACT REPORT

This Agreement, entered into this _____ day of _____, 20____, by and between the City of Visalia, hereinafter referred to as the "CITY", and QK, 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 as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "PROJECT"; and

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

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, for the cost identified in Exhibit "B" - Project Fee, with the exception of the Optional Task identified as "Water Supply Assessment (WSA)".

B. Additional Services: Upon written consent of CITY, Optional Task identified as "Water Supply Assessment (WSA)" as identified in Exhibit "A" – Scope of Work shall be performed by CONSULTANT for the cost identified in Exhibit "B" – Project Fee.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of Consultant's Notice to Proceed following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", 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, as payment in full, a sum not to exceed four-hundred ninety-one thousand five-hundred seventeen dollars ($491,517). 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”.

B. Payment of Compensation: The CONSULTANT shall be compensated on a fixed fee monthly basis. 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 Director of Planning and Community Preservation 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: Steve Brandt shall represent and act as Principal for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

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

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

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

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

2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (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 subconsultants, 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 subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant 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. 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.

VIII. 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, except as otherwise specified in Exhibit "A".

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.

IX. 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.

X. 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.

XI. 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.

XII. INDEMNIFICATION AND INSURANCE

A. As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONSULTANT's negligent acts, errors or omissions 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.

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

C. 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, defense costs, liability, or consequential damages 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.

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. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, 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.

XIII. 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.

XIV. MISCELLANEOUS PROVISIONS

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

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

C. 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.

D. 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 Avenue
Visalia, CA 93291
Attn: City Clerk

CONSULTANT: QK, Inc.
Mailing Address: 901 E. Main Street
Visalia, CA 93292
Attn: Steve Brandt
Phone: (559) 733-0440
Email: Steve.Brandt@qkinc.com

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 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.

F. 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.

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. 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.

I. 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.

J. 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.

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

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

M. Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. 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 Date

Approved as to Form

_____
City Attorney Date

_____
Risk Manager Date

_____
Project Manager Date

CONSULTANT

_____
Date

Attachments:

Exhibit "A": Scope of Work
Exhibit "B": Project Fees

EXHIBIT “A”

SCOPE OF WORK

B | PROJECT APROACH

- REVISED DEC. 16, 2025

PROJECT UNDERSTANDING

There's a swath of land on the southwest edge of Visalia that holds more than just acreage. It holds potential. Potential for jobs, tax revenue, thoughtfully integrated infrastructure, and a new, welcoming entrance into the city. The Reserve Area around Visalia Airport's approach zone has been preserved instead of developed several times in the last 40 years. This now looks like the time to thoughtfully and respectfully plan for its development.

The City of Visalia's (City) decision to revisit this 980-acre Reserve Area should not be taken lightly. This is a strategic response to a changing San Joaquin Valley—where population growth, industrial demand, and State mandates intersect with local values. This effort is not just about drawing new land use boundaries. It's about making sure those boundaries work—for the airport, housing pressures, freight movement, neighbors, and the land itself. Visalia never plans in a vacuum. This effort will need to consider how these land use changes could affect the airport, the Downtown, and Mooney Boulevard, as well as how they change the impression of Visalia for travelers on Highway 99.

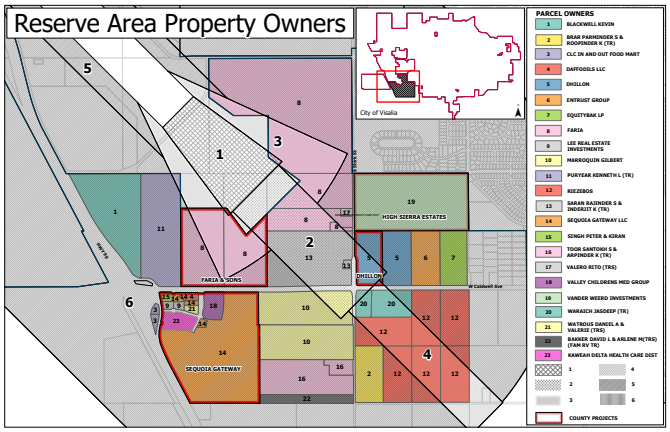
We understand that the Reserve Area's complexity is exactly why this planning effort is essential. The City has already seen development interests take shape, each bringing their own ideas, expectations, and challenges. Meanwhile, State legislation like Assembly Bill (AB) 98 requires a new level of rigor for how industrial land is planned, buffered, and reviewed. The California Environmental Quality Act (CEQA) thresholds related to Vehicle Miles Traveled (VMT) and noise compatibility must be proactively addressed, especially with residential uses nearby and the airport so close.

All these issues affect each other, which is why the decision to prepare a Specific Plan for industrial land uses is a wise decision.

But beyond policy and regulation, there's a bigger picture: how will Visalia grow? This project asks: what's the right long-term use of this land, and how do we do it in a way that serves today's needs while planning wisely for the future? We see the Reserve Area as an opportunity to:

- Convert fragmented development proposals into a unified vision.
- Craft a Specific Plan that reflects the community's vision and complies with the General Plan goals.
- Establish architectural and circulation standards that elevate Visalia's identity.
- Deliver a Program Environmental Impact Report (EIR) that clears a path for orderly, infrastructure-ready development.

We understand the assignment, and more importantly, we understand the place. That's why our team is excited to be part of this moment—helping shape how the Reserve Area evolves from an open question into a lasting asset for the people of Visalia.



Reserve Area Property Owner Map

SPECIAL CONSIDERATIONS

Airport Compatibility Isn't a Constraint, It's a Lens

The Reserve Area's location adjacent to the Visalia Airport makes land use compatibility non-negotiable. But instead of viewing the Tulare County Comprehensive Airport Land Use Plan (CALUP) as a constraint, we see it as a design lens, one that informs the location of future uses, enhances public safety, reduces land use conflicts, and supports the airport's long-term viability. Our team brings deep familiarity with airport land use overlays and safety zone restrictions, and we will apply that understanding to evaluate which land uses can work where, and why. We also understand that this is not just a zoning exercise; it's a matter of public trust.

AB 98 Isn't Just New, It's Nuanced

AB 98 imposes strict requirements on industrial land use planning, including buffer zones, design standards, and enhanced CEQA scrutiny. As a result, the Reserve Area's Specific Plan can't just assume that "industrial" is a one-size-fits-all solution. We need to explore typologies, locate appropriate transitions, and establish clear development standards that comply with AB 98 and serve the City's economic development goals, while not inadvertently overburdening new development with unachievable regulations. Our CEQA and planning staff are already working with other cities to navigate these changes, and we'll bring that practical experience to Visalia.

Infrastructure Phasing is a Make-or-Break Factor

Infrastructure feasibility will determine whether this plan is visionary or viable. Sewer, stormwater, fire access, and truck routes must be designed not only for eventual buildout but also for early-phase development. The City's expectations around funding mechanisms, reimbursement strategies, and long-term maintenance will influence how and where land use designations are applied. Our approach will balance policy planning with engineering foresight—so that what looks good on paper can be built, financed, and maintained in real time.

VMT, Noise, and the Evolving CEQA Landscape

The CEQA environment has changed significantly since the Reserve Area was last studied under the General Plan EIR. VMT, noise thresholds, greenhouse gas emissions, and cumulative impacts are now central concerns—especially with multiple residential and commercial developments being proposed near this site. Our environmental team has led recent Program and Master EIRs under these conditions and will craft an approach that is not only legally defensible but also forward-compatible with the City's broader sustainability goals.

Development Pressure Is Already Here

This is not a blank slate. Some property owners are already advancing plans, as evidenced by prior submittals to the Tulare County Project Review Committee. From the Sequoia Gateway Specific Plan to the Dhillon and Faria proposals, development momentum is real, and the City needs a planning framework that can respond quickly and thoughtfully. We will create a land use diagram and entitlement structure that allows near-term applications to move forward when they do not compromise long-term goals.

CITY PARTICIPATION

This effort will require close collaboration with City staff, including Planning, Engineering, Public Works, and Economic Development. We anticipate a strong City role in guiding community engagement strategies, refining alternatives, and getting the final products to align with Council priorities. Our team will handle the technical heavy lifting of CEQA strategy, land use modeling, and infrastructure planning, with direction grounded in Visalia's vision.

APPROACH

PHASE I RESERVE AREA LAND USE DESIGNATIONS

OBJECTIVES

This first phase sets the stage for the entire effort by establishing shared understanding, confirming expectations, and building the technical foundation from which all planning and environmental work will grow. Our objective is to align early with City staff on the scope, timeline, and approach while gathering the essential background data that will shape the land use and circulation decisions and result in a proposed General Plan Amendment.

TASK 1.1 LAND USE DESIGNATIONS KICKOFF

Before we put pen to paper, we start by listening. We'll meet with City staff to confirm expectations, fine-tune deliverables, and set up a structure for open, ongoing communication. This step lays the foundation for a smooth and collaborative process by clarifying who's doing what, when, and how we'll stay aligned along the way.

To make informed decisions, we must start with a clear and complete picture. In this task, our team will collect and organize the foundational information that will guide every land use and environmental decision moving forward. We'll compile available land use plans, zoning, existing and planned infrastructure, environmental and airport constraints, and other relevant data.

WORK PRODUCTS

- One (1) digital copy (PDF format) of the kickoff meeting agenda and meeting notes
- One (1) digital copy (PDF format) of the refined project schedule
- One (1) digital copy (PDF format) of the contact and communication protocol
- One (1) digital copy (PDF format) of the GIS-based base map of the Reserve Area
- One (1) digital copy (PDF format) of the memo listing baseline conditions and policy context

MEETINGS

One (1) project kickoff meeting with City staff

ESTIMATED COMPLETION DATE

January 2026 (all following date estimates assume the contract is signed in January 2026)

TASK 1.2 LAND USE + CIRCULATION ALTERNATIVES

Collaborating with City staff, our team will synthesize the data gathered, property owner preferences, and City staff input with the goals of designating at least 400 acres for industrial land and complying with the CALUP. We will start with the 2013 draft Plan and work from there. The new draft Plan for land use and circulation will be accompanied by a summary of opportunities and constraints. Land use decisions will also be informed by economics. Kosmont Consultants will be a teaming partner to provide fiscal analysis.

WORK PRODUCTS

- One (1) digital copy (PDF format) of the Fiscal Analysis Report
- One (1) digital copy (PDF format) of the land use and circulation maps with a summary of opportunities and constraints

MEETINGS

Up to three (3) meetings with City staff (in person or MS Teams)

ESTIMATED COMPLETION DATE

March 2026

Tulare County Transit Operations + Maintenance Facility

OBJECTIVES

Planning in a vacuum leads to plans that sit on shelves and developments that are just average. In this phase, our objective is to bring voices to the table of those who live, work, invest in, and neighbor the proposed industrial area so that the Specific Plan that emerges will both set the vision for a distinctive industrial park and also provide the plans and development standards to achieve that vision. The area is the next great entry to Visalia. It needs a Specific Plan that will produce yet another grand Welcome! to citizens and visitors alike.

TASK 2.1 SPECIFIC PLAN KICKOFF MEETING

While some preliminary work may be done during Phase 1, we will have a Specific Plan kickoff meeting with City staff to confirm goals and refine objectives for the Specific Plan. The Specific Plan will further define and regulate land use and circulation in the proposed industrial areas determined in Phase 1.

WORK PRODUCTS

- One (1) digital copy (PDF format) of the Specific Plan kickoff meeting agenda and meeting notes

MEETINGS

One (1) Specific Plan kickoff meeting with City staff

ESTIMATED COMPLETION DATE

April 2026

TASK 2.2 LAND USE + CIRCULATION ALTERNATIVES

In this task, we'll review whether the uniqueness of the area requires revisions or deviations from the allowed industrial uses in the City Zoning Ordinance. We'll pay special attention to integrating roadways, utility corridors, and service accessibility while providing compatibility with airport overlays, surrounding land uses, and General Plan direction.

WORK PRODUCTS

- One (1) digital copy (PDF format) of the draft land use and circulation concept alternatives

MEETINGS

- One (1) meeting with staff to review draft concepts

ESTIMATED COMPLETION DATE

July 2026

TASK 2.3 INDUSTRIAL DESIGN STANDARDS

The design standards section of the Specific Plan will be crucial to creating an industrial park that is attractive, functional, and worthy of being located at the entrance to the city. The various standards offered for consideration to be placed into the Specific Plan will be those that have been successful in other industrial developments in the San Joaquin Valley. This can include standards for building placement and form, along with required architectural elements to elevate attractiveness. Standards will also be proposed for landscaping, fencing, outdoor storage, and stormwater basin placement.

Other standards will be used to implement AB 98. Design standards will be written not to control development, but to guide it into a business park with a unique, desirable address that will be a premier location along Highway 99.

WORK PRODUCTS

- One (1) digital copy (PDF format) of the list of possible standards for review and evaluation

ESTIMATED COMPLETION DATE

Aug 2026

TASK 2.4 UTILITIES PLANNING

A well-designed land use plan can only succeed if it's supported by well-planned infrastructure. Building on the emerging land use and circulation framework, we'll identify the wet and dry utility needs that will support development in the Reserve Area. Our team will prepare conceptual diagrams for the wastewater and water systems, using City-provided design assumptions and coordinating directly with City engineering staff to validate capacity and connection assumptions. While we expect storm drainage to be managed on-site by each property owner, we'll confirm this approach and document it.

In parallel, we'll inventory existing dry utilities (e.g., electric, gas, cable, and telecom) and initiate conversations with service providers about the planned level of future growth. This infrastructure foundation delivers concept plans that are not only visionary but also implementable.

WORK PRODUCTS

- One (1) digital copy (PDF format) of the conceptual wastewater and water system diagrams
- One (1) digital copy (PDF format) of the dry utility inventory and summary

MEETINGS

One (1) infrastructure coordination meeting with City Public Works

ESTIMATED COMPLETION DATE

September 2026

TASK 2.5 ADMINISTRATIVE DRAFT SPECIFIC PLAN

This task is where our collective vision begins to take form as policy. After months of active listening, mapping, coordinating, and refining, we will collaboratively begin drafting the Specific Plan that outlines how the industrial portion of the Reserve Area can grow strategically, sustainably, and in alignment with City goals. The plan will build on the work completed in earlier phases, incorporating stakeholder perspectives, technical feasibility, and design intent into a cohesive, well-organized document.

We will prepare an Administrative Draft Specific Plan for City staff review. The plan will be structured around a clear and intuitive framework, beginning with the plan's purpose and legal context, followed by chapters on land use, circulation, design standards, infrastructure and services, financing, and long-term implementation. Our team will focus especially on the Implementation chapter, a crucial section that outlines development procedures, phasing strategies, financing considerations, and steps for future amendments to the plan.

WORK PRODUCTS

One (1) unbound copy of the Administrative Draft Specific Plan and one (1) digital copy (Word + PDF format)

MEETINGS

One (1) City review meeting to discuss the Administrative Draft

ESTIMATED COMPLETION DATE

November 2026

TASK 2.6 PUBLIC REVIEW DRAFT SPECIFIC PLAN

Following written feedback from City staff, we will revise the Administrative Draft to produce the public review Draft Specific Plan. This version will incorporate refinements to language, graphics, and formatting based on staff input and will be suitable for public distribution and environmental review. One (1) unbound copy and one (1) digital copy (Word + PDF format) will be provided to the City for posting or email distribution.

This task bridges technical writing with public communication, translating complex policy guidance into clear, approachable content that can be shared with the wider Visalia community.

WORK PRODUCTS

One (1) unbound copy of the public review Draft Specific Plan and one (1) digital copy (Word + PDF format)

ESTIMATED COMPLETION DATE

December 2026

Below: QK facilitates a public outreach and opinion event for the Los Banos Parks and Recreation Master Plan

PHASE III PROGRAM ENVIRONMENTAL IMPACT REPORT

OBJECTIVES:

The Reserve Area's transformation is not only a matter of policy, but also one of environmental responsibility. In this phase, our team will prepare the environmental documentation required for compliance with CEQA. The Program EIR that is drafted will evaluate the General Plan Amendment and the Reserve Area Specific Plan's potential effects through complete buildout and outline feasible measures to reduce or avoid impacts to the extent possible. This process is intended to support informed, transparent decision-making by City leaders and provide community members and developers with clear guidance and understanding of potential environmental considerations associated with future growth.

Our work will be grounded in current CEQA practice. Supporting technical studies will be prepared to inform impact conclusions and identify context-sensitive mitigation strategies. Throughout, our team will closely coordinate with City staff, offering support during review periods and at public hearings as the environmental documents move toward certification. A Program EIR will be developed in a manner that allows streamlined environmental review for future projects anticipated as a result of implementation of the Reserve Area Specific Plan. The scope of work to complete the Program EIR is organized into six parts:

1. Technical Studies
2. Notice of Preparation (NOP)
3. Draft Environmental Impact Report (Draft EIR)
4. Final Environmental Impact Report (Final EIR)
5. Findings of Fact and Statements of Overriding Consideration
6. Adoption and Certification Process (part of Phase 4)

TASK 3.1 EIR KICKOFF

Before preparing the environmental document, QK will lead an EIR kickoff meeting with City staff and the rest of the consultant team. QK has selected the following teaming partners to assist with preparation of the EIR:

- Yamabe & Horn Engineering, Inc. (Transportation Planning/VMT)
- Bollard Acoustical Consultants, Inc. (Noise)

This meeting will give all the consultant team members an opportunity to ask questions about the proposed project being analyzed and give City staff an opportunity to emphasize the issues that will be most anticipated or scrutinized in the EIR.

WORK PRODUCTS

One (1) digital copy (PDF format) of the EIR kickoff meeting agenda and meeting notes

MEETINGS

One (1) EIR kickoff meeting with City staff and the entire consultant team

ESTIMATED COMPLETION DATE

December 2026

TASK 3.2 TECHNICAL STUDIES FOR CEQA ANALYSIS

Before preparing the environmental document itself, our team will conduct and compile the technical studies needed to support a comprehensive and legally adequate Program EIR. These studies will include traffic (using LOS & VMT metrics), air quality greenhouse gases/ health risk assessment, noise, and biological resources.

A more detailed scope of the traffic impact analysis is described in Appendix A.

Each study will be tailored to reflect the Reserve Area's unique context and will align with thresholds adopted by the City and other responsible agencies. The findings will form the environmental impact analysis and help identify potential mitigation strategies, alternatives, and areas of reduced impact. As technical work is completed, we will collaborate with City staff to review assumptions, data sources, and preliminary results.

Because the Specific Plan area is predominantly under cultivation, a full-scale cultural resources pedestrian survey is not feasible. Therefore, a QK archaeologist will obtain standard records searches (Class I inventories) from the South San Joaquin Valley Information Center (SSJVIC), California State University, Bakersfield, which is a part of the California Historical Resource Information System (CHRIS). The records search would identify any previously recorded sites located on or previously inventoried, conducted within ½ mile of the project area.

WORK PRODUCTS

One (1) digital copy each (Word + PDF format) of the Traffic Impact Analysis, Air Quality Study, Biological Study, Noise Study, and Cultural Resources Technical Memo

MEETINGS

Up to two (2) City staff coordination calls to confirm methodologies and findings

ESTIMATED COMPLETION DATE

March 2027

TASK 3.3 DRAFT PROGRAM EIR

Once technical studies are complete, we will begin drafting the Program EIR in accordance with CEQA Guidelines. The Draft EIR will describe the proposed project, evaluate environmental impacts, analyze project alternatives, and recommend feasible mitigation measures where applicable. Upon release, the Draft EIR will be made available for public and agency review during the required comment period.

The City, as lead agency under CEQA Guidelines Section 15062, has determined that preparation of a Programmatic EIR is necessary (per CEQA Guidelines §15161) for the Reserve Area Specific Plan. QK will prepare an NOP in accordance with CEQA Guidelines to inform responsible and trustee agencies, interested parties, and the general public of the update of the General Plan. An Initial Study will not be completed, and no sections will be scoped out of the EIR, as is appropriate for the environmental review of a Specific Plan.

The NOP will be prepared in a format consistent with the requirements of CEQA and will include all relevant information regarding the project. Following completion, one (1) unbound copy and one (1) digital copy (Word + PDF) of the NOP will be submitted to the City for distribution. QK assumes City staff will post the NOP in the required accessible format to the State Clearinghouse CEQAnet portal. We also assume the City staff will post the NOP with the Tulare County Clerk and pay the required posting fee.

During the public review period for the NOP, QK will be available to support City staff or, if requested, facilitate and conduct a scoping meeting on behalf of the City to finalize the issues that will be addressed in the EIR. An agenda, appropriate graphics or visual display materials, handouts, and a sign-in sheet will be prepared for the meeting.

This proposal does not include early consultation with the appropriate tribal groups pursuant to State Bill (SB) 18 or AB 52 and Public Resources Code §21080.3.1. That is the purview of the City. QK is available to assist if requested. Fees associated with posting the NOP advertisement are not included.

WORK PRODUCTS

- One (1) digital copy (Word + PDF format) of the Project Description
- One (1) unbound copy of Notice of Preparation and one (1) digital copy (Word + PDF format)
- One (1) digital copy (PDF format) of scoping meeting documents

MEETINGS

Upon City staff request, one (1) scoping meeting during the NOP public review period

ADMINISTRATIVE DRAFT EIR

The contents of the Administrative Draft EIR will be consistent with those set forth in the RFP, as well as all components required by CEQA Guidelines. An Introduction will provide the basic non-technical explanation of the EIR, as well as additional information relevant to the reading and understanding of the document. A Project Description chapter will follow, containing the location, description, and setting of the project, as well as providing a list of the required agency approvals needed to proceed with implementation of the General Plan.

CEQA case law (*County of Inyo v. City of Los Angeles*) requires an accurate, stable, finite project description as an essential element of a legally sufficient EIR. QK will describe the project in accordance with Section 15124 of the CEQA Guidelines. The Project Description chapter will also include a description of the General Plan alternatives addressed in the EIR and a listing of areas of controversy and issues to be resolved.

The Project Description will be used as the basis of analysis for each environmental impact section. Our Project Description will be sufficiently clear and concise (including project development and phasing, if applicable) to anticipate likely future governmental approvals that will rely on CEQA documentation for approval or other discretionary reviews that may be required.

As specified in the State General Plan Guidelines, the EIR will identify the Reserve Area Specific Plan location and the boundaries of the Planning Area. The major policies, objectives, and assumptions of the Reserve Area Specific Plan will be summarized in this chapter of the EIR.

The EIR will contain the Environmental Analysis of the proposed changes to the General Plan. The analysis is organized by environmental topic area, consistent with the CEQA Guidelines Appendix G Checklist. The analysis contained within each topic area is divided into four parts:

Environmental Setting	Regulatory Setting
Thresholds of Significance	Impacts and Mitigation Measures

After establishing the environmental and regulatory setting for each topic, impacts (both adverse and beneficial) will be identified and discussed. The level of significance of adverse impacts will be addressed, both before and after mitigation. Every effort will be made to quantify project impacts in comparison to existing conditions and conditions set forth in the existing General Plan EIR. Impacts that are less than significant will be noted. Practical, enforceable, and feasible mitigation measures will be recommended for significant impacts. Regulations and measures already required pursuant to existing federal, State, or local statutes and regulations will be considered to be already incorporated in the project and not recommended as additional mitigation measures.

Mitigation measures will not be limited to on-site activities if a broader solution is warranted. Impacts and mitigation measures will specifically consider goals, policies, and mitigation measures previously set forth in the General Plan and the General Plan EIR. Cumulative impacts, both on-site and off-site, will be addressed as required by §15126 and §15130 of the CEQA Guidelines and tiered off the existing General Plan EIR, as applicable.

The environmental topic areas and assumed areas of analysis within these topic areas are listed as follows:

Aesthetics	Land Use and Planning
Agriculture and Forest Resources	Mineral Resources
Air Quality	Noise
Biological Resources	Population and Housing
Cultural Resources	Public Services
Energy	Recreation
Geology and Soils	Transportation
Greenhouse Gas Emissions	Tribal Cultural
Hazards and Hazardous Materials	Utilities and Service Systems
Hydrology and Water Quality	Wildfire

The EIR will also analyze a reasonable range of alternatives to the preferred alternative, which will be conducted according to §15126(d) of the CEQA Guidelines, as amended in 1994. A "no-project" alternative will be discussed per the requirements of the CEQA Guidelines. In the context of a General Plan, the "no-project" alternative is the development pattern that will take place without the project. "No project," in this case, would be continued use of the existing City General Plan, and the Reserve Area would remain undeveloped.

Section 15126(d) limits those alternatives analysis to alternatives that will avoid or substantially lessen any of the significant effects of the preferred alternative. QK proposes to evaluate two alternatives to the preferred alternative that will meet these criteria. These alternatives will be developed in close consultation with City staff. QK will develop reasonably detailed analyses of impacts associated with these alternatives by topic in comparison with the preferred alternative. The Program EIR will identify the environmentally superior alternative and, if that is the no-project alternative, the environmentally superior alternative among the remaining alternatives.

Mandatory CEQA sections (Effects Found Not to be Significant; Significant Effects Which Cannot be Avoided; Significant Irreversible Environmental Changes; and Cumulative Impacts) will be included in the EIR.

Mitigation Monitoring and Reporting Program: In accordance with CEQA, a Draft Mitigation Monitoring Program will be prepared. The program will be based on the findings of the EIR and subsequent direction by the City. Each mitigation measure will be identified and supplemented with information describing specific actions to be taken, the responsible parties, anticipated costs (if available), phasing, timing, and the identity of the persons or agencies that must sign off on each measure.

DRAFT EIR (PUBLIC DRAFT)

QK will revise the Draft EIR based on City staff comments. Following acceptance of the changes, QK will provide all files from the Draft EIR electronically on a flash drive, saved in Word and PDF format (with image and graphic files saved as either .jpg or .pdf files). The Draft EIR will be published, distributed by the City, and circulated for 45-day agency and public review according to provisions of the CEQA Guidelines. QK assumes that the City staff will post the Draft EIR to the State Clearinghouse CEQAnet portal and with the Tulare County Clerk.

WORK PRODUCTS

- One (1) unbound copy of Administrative Draft EIR with technical appendices and one (1) digital copy (Word + PDF format)
- One (1) unbound copy of Draft EIR with technical appendices ready for 45-day public review and one (1) digital copy (Word + PDF format)

MEETINGS

One (1) City staff review meeting for Administrative Draft EIR

ESTIMATED COMPLETION DATE

August 2027

TASK 3.4 FINAL PROGRAM EIR

Once technical, pursuant to §15088 of the CEQA Guidelines, the Final EIR must respond in writing to each oral and written comment on the Draft EIR made by individuals, agencies, and organizations. Additional research and analysis will be undertaken by QK as necessary to respond to comments effectively. Comments regarding the technical analysis prepared by subconsultants will be routed to them for review and comment, with QK reviewing these comments for consistency and compilation of the final responses to comments.

Along with the comments and responses, a list will be compiled of all persons, organizations, and agencies commenting on the Draft EIR. The Final EIR will also include revisions to the Draft EIR text and summary table necessitated by comments. As a basis for cost estimating, QK assumes that 100 individual responses (not letters) will be required for the Final EIR. It is currently felt that this estimate will be adequate for this task.

As a precaution against the possibility that the level of response greatly exceeds our expectations and requires a much greater magnitude of effort to effectively respond to comments, we propose to establish a threshold level with the City of 100 individual responses, each requiring one hour to respond. If the level of response exceeds the negotiated threshold, QK will respond to those comments that are above and beyond the threshold on a time-and-materials (T&M) basis or another mutually agreeable formula.

Comments, responses to comments, and the list of commenting agencies, organizations, and individuals, as well as errata and other information (Volume II), when combined with the Draft EIR (Volume I), will constitute a Final EIR. QK will prepare and organize these sections consistent with CEQA requirements and standard City document formatting.

The Draft Mitigation Monitoring and Reporting Program (MMRP) will be included as a chapter of the Administrative Final EIR. Upon receipt of staff comments, the MMRP will be finalized and included in the Final EIR.

Administrative Draft Final EIR: The Administrative Final EIR will be prepared in a manner consistent with the requirements set forth in the RFP. QK will prepare the Administrative Final EIR for City review and comment. Review times are built into the schedule to allow for coordinated City review by multiple departments. As previously described, the Project Manager and Principal-level peer reviewer will review the Administrative Final EIR for quality control, consistency, and legal sufficiency.

Public Draft Final EIR: Following receipt of comments by the City, QK will revise the Final EIR as necessary for adoption by the City. Following acceptance of the changes, QK will provide files from the Final EIR electronically on a flash drive, saved in Microsoft Word format (with image and graphic files saved as either .jpg or .pdf files). QK assumes that the City staff will post the Final EIR to the State Clearinghouse CEQAnet portal and with the Tulare County Clerk, and pay the required Fish and Game fees and posting fee.

WORK PRODUCTS

- One (1) digital copy (Word + PDF format) of the Mitigation Monitoring and Reporting Program
- One (1) digital copy (Word + PDF format) of the Administrative Draft Final EIR
- One (1) unbound copy of the Final EIR and one (1) digital copy (Word + PDF format)

FINDINGS OF FACT AND STATEMENTS OF OVERRIDING CONSIDERATION

QK will review the Findings of Fact (§15091) prepared by City staff to support the impacts and conclusion statements in the EIR. We will track our suggested revisions via tracked changes.

Findings will include all information necessary for legal adequacy and will cover all environmental impacts found to occur with the adoption of the project.

QK will review a Statement of Overriding Considerations (§15093) prepared by City staff for each of the significant and unavoidable impacts determined in the EIR. Suggested revisions will be done in tracked changes. These statements will reflect the social, economic, technical, legal, or other reasons why mitigation of the impact is infeasible and why the City will consider the approval of the project even with the existence of such impacts. The City will include these documents in their staff reports and will reproduce them internally.

WORK PRODUCTS

- One (1) digital copy (Word format) of the Findings of Fact
- One (1) digital copy (Word format) of the Statement of Overriding Considerations

MEETINGS

One (1) Final EIR briefing and hearing preparation meeting

ESTIMATED COMPLETION DATE

October 2027

Below: QK environmental scientist collecting Joshua Tree data on a photovoltaic array project site.

PHASE IV PUBLIC OUTREACH AND HEARINGS

OBJECTIVES:

A diverse set of ideas and opportunities for feedback make a good plan great. There is great public interest in this effort, so comments, concerns, objections, and dreams must all be heard. The objective of this phase is to provide opportunities for public input so that everyone who wants to be heard has an opportunity to speak.

TASK 4.1 PUBLIC OUTREACH

Outreach to the public will mainly occur through online social media, email distribution, and public utility inserts. QK will prepare online social media posts, email wording, and originals for public utility inserts to keep the public informed about the project. Outreach information and messaging will coincide with the other tasks in the project.

During Phase I: Notice and Education – What is Happening

During Phase II: How to Provide Feedback – What is Being Proposed and Why

During Phase III: What is in the Draft Specific Plan - How to Participate in the EIR Process

During Phase IV: Information about the Public Hearings

We anticipate an average of one social media post every other week, utility inserts every 3 months, and email information distribution as needed.

WORK PRODUCTS

- Social media posts
- Wording for Utility Inserts and Emails

ESTIMATED COMPLETION DATE

December 2026

TASK 4.2 STUDY SESSIONS

As the Reserve Area Specific Plan and Program EIR move through the public decision-making process, our team will work with City staff to present our progress at two Planning Commission study sessions. We anticipate holding study sessions to receive feedback and direction at these points in the process:

- Study session presentation of the land use and circulation plan (see Task 1.2)
- Study session to present draft Specific Plan design standards

WORK PRODUCTS

- One (1) digital copy (PPT + PDF format) of PowerPoint presentation at each study session
- Public hearing coordination with staff

MEETINGS

Three (3) study sessions

ESTIMATED COMPLETION DATE

March 2027

TASK 4.3 PUBLIC HEARINGS FOR ADOPTION

The final phase of this effort focuses on wrapping up the planning process and supporting the City as the Reserve Area Specific Plan and Program EIR move through the formal adoption process. At this point, the technical work is largely complete, but our role shifts to one of facilitation, communication, and refinement. We will assist the City with preparing presentation materials for public hearings, coordinate closely with staff to incorporate any last-minute updates or requests, and help guide the plan and EIR through Planning Commission and City Council consideration.

As the Reserve Area Specific Plan and Program EIR move into the public decision-making process, our team will support the City with hearing preparation and participation. We will facilitate one (1) study session with the Planning Commission and/or City Council to present the Draft Specific Plan and gather final feedback. This informal review will allow for early discussion of key themes or questions prior to formal action.

WORK PRODUCTS

- One (1) digital copy (PPT + PDF format) of PowerPoint presentation at each study session
- Public hearing coordination with staff

MEETINGS

- One (1) Planning Commission Meeting (Recommendation Hearing)
- One (1) City Council Meeting (Adoption Hearing)

ESTIMATED COMPLETION DATE

October 2027

TASK 4.4 FINAL SPECIFIC PLAN PRODUCTION

Once the City Council has approved the Reserve Area Specific Plan, we will prepare the final formatted version for publication. This will include any minor edits or formatting adjustments resulting from the adoption hearings, with content finalized in coordination with City staff. The final document will be professionally formatted and delivered in both print and digital formats, including accessible PDFs and editable source files for internal use.

WORK PRODUCTS

- One (1) unbound copy of the Final Specific Plan and one (1) digital copy (Word + PDF format)
- One (1) Web-optimized digital file (optional)

MEETINGS

None required, unless final design review is requested

ESTIMATED COMPLETION DATE

January 2028

OPTIONAL TASK: Water Supply Assessment (WSA)

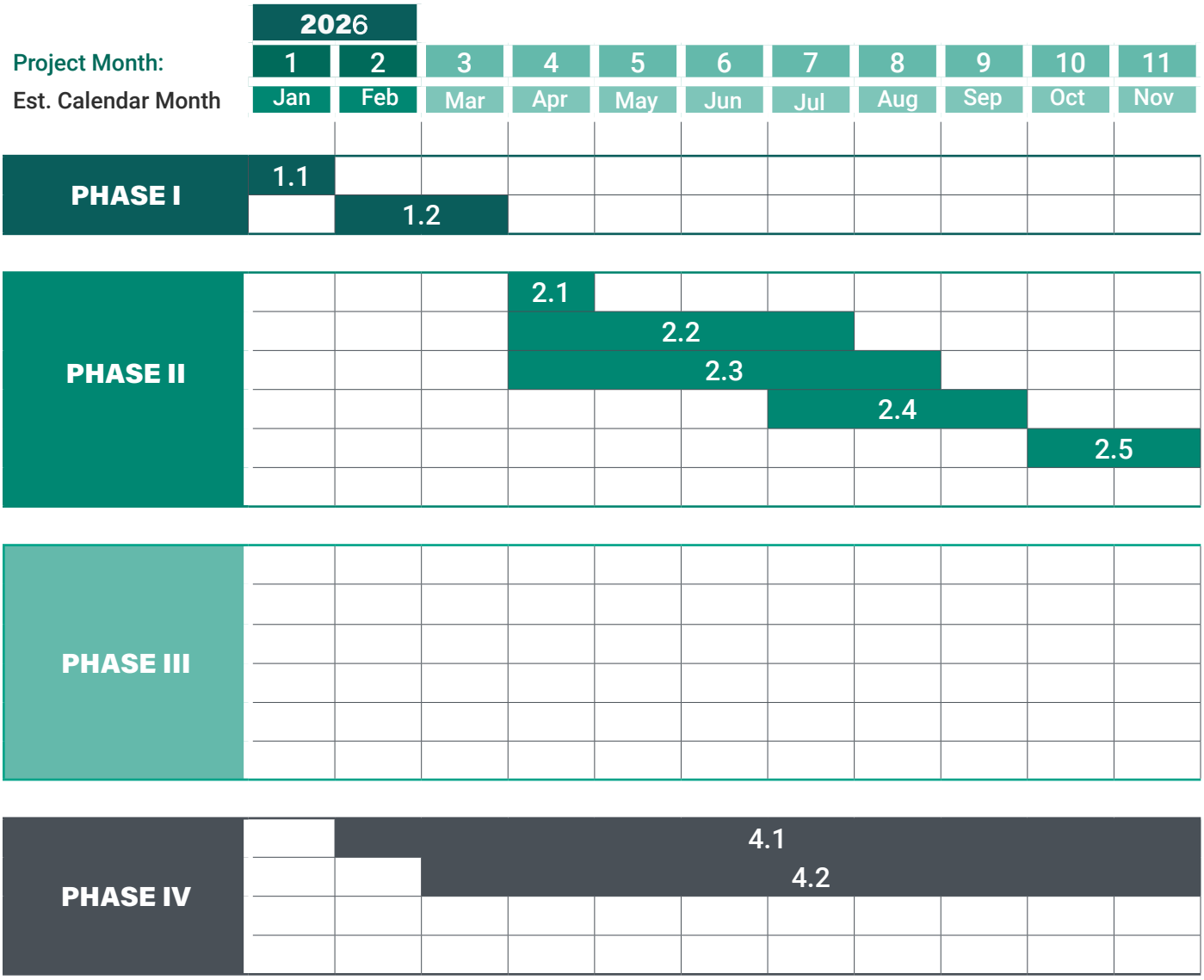
Upon specific request, Visalia's Urban Water Management Plan (UWMP) will be used to provide the analysis related to water pursuant to Senate Bill (SB) 610. QK will draft the WSA to analyze the project's potential water usage during construction and operations. This document, with contents established by SB 610, will fully analyze the available water supply. Using information from the UWMP, requisite detail and emphasis will be placed upon the groundwater aquifer constituting that water source.

ASSUMPTIONS + EXCEPTIONS TO THE RFP

QK makes the following assumptions regarding our proposal:

- Close collaboration with City staff, including Planning, Engineering, Public Works, and Economic Development.
- A strong City role in guiding community engagement strategies, refining alternatives, and getting the final products to align with Council priorities.
- Additional TCAG modeling, study intersections, and/or study segments to be added to the TIA beyond those listed in this proposal will be considered a change order.
- Base GIS data and all data related to the unadopted 2013 Plan for the area to be provided by the City.
- Printing and distribution costs for utility bill mailing inserts will be the responsibility of the City.
- Infrastructure planning will be at a basic level. Infrastructure master planning and design is excluded. Design assumptions will be provided by the City.
- Any service not specifically identified herein is excluded from this proposal.

PROJECT TIMELINE



PHASE I RESERVE AREA LAND USE DESIGNATIONS

1.1 LAND USE DESIGNATIONS KICKOFF

1.2 LAND USE & CIRCULATION ALTERNATIVES

PHASE II INDUSTRIAL SPECIFIC PLAN

2.1 SPECIFIC PLAN KICKOFF MEETING

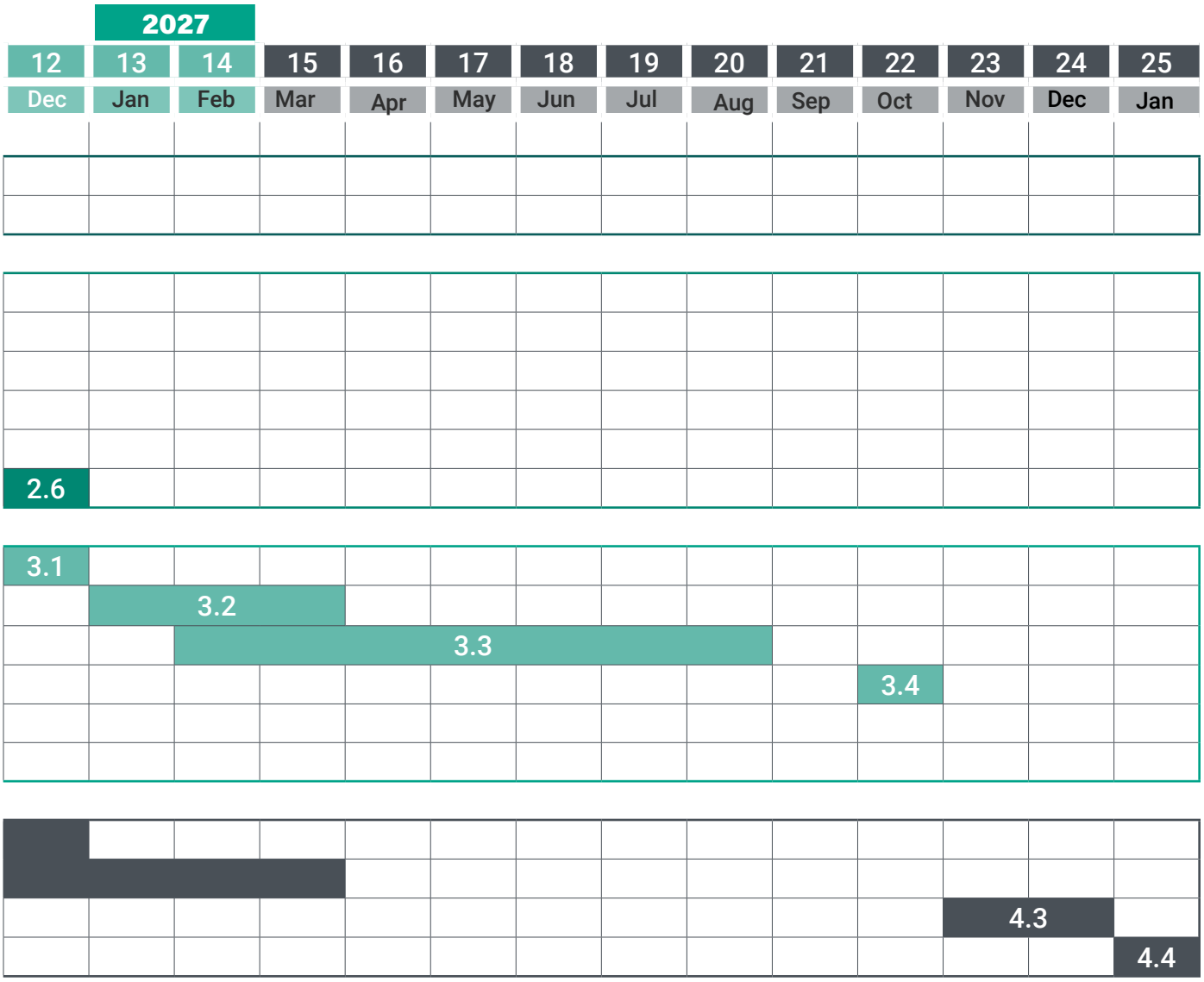
2.2 LAND USE & CIRCULATION ALTERNATIVES

2.3 INDUSTRIAL DESIGN STANDARDS

2.4 UTILITIES PLANNING

2.5 ADMINISTRATIVE DRAFT SPECIFIC PLAN

2.6 PUBLIC REVIEW DRAFT SPECIFIC PLAN



PHASE III PROGRAM EIR

3.1 EIR KICKOFF

3.2 TECHNICAL STUDIES FOR CEQA ANALYSIS

3.3 DRAFT PROGRAM EIR

3.4 FINAL PROGRAM EIR

PHASE IV PUBLIC OUTREACH AND HEARINGS

4.1 PUBLIC OUTREACH

4.2 STUDY SESSIONS

4.3 PUBLIC HEARINGS FOR ADOPTION

4.4 FINAL SPECIFIC PLAN PRODUCTION

Appendix A – Scope for Traffic Impact Analysis and VMT Analysis

The following provides additional detail regarding the scope of the Traffic Impact Analysis and VMT Analysis

Study Intersections and Roadway Segments:

23 intersections (5 of those future) and 21 roadway segments (9 of those future) are assumed for this study.

Scenarios to be Analyzed:

Per City of Visalia Staff, the project is likely to exceed 1,500 peak hour trips, and thus would be a LTA Category V per City of Visalia TIA Guidelines. This level of study will require the following scenarios to be analyzed.

1. Existing Conditions
2. Opening Year Conditions
3. 5-Year Conditions
4. 10-Year Conditions
5. 20-Year (2046) without Project Conditions
6. 20-Year (2046) Plus Proposed Conditions

24-Hour Intersection Traffic Counts

Recent (less than 12 months) AM and PM 24-hour traffic counts will be obtained for the study intersections. Time periods of said traffic analysis intersection and scenarios will be consistent with the City of Visalia TIA guidelines. Traffic counts will be collected on a Tuesday, Wednesday, or Thursday. Counts will include pedestrians and bicyclists, as well as truck traffic volume (unclassified) to determine percent truck traffic for modeling purposes. Cost includes the cost for 18 intersections.

24-Hour Roadway Segment Traffic Counts

Recent (less than 12 months) 24-hour bi-direction traffic counts will be obtained for the study roadway segments. Traffic counts will be collected on a Tuesday, Wednesday, or Thursday. Cost includes the cost for 12 roadway segments.

Tulare County Association of Governments (TCAG) Forecast Models

Coordination with TCAG to obtain Select Zone Analysis traffic forecast models for the scenarios listed in this scoping document. Conversations with TCAG staff has indicated that they typically do not charge for modeling related to a project or entitlement application submitted to one of the member agencies (in this case the City of Visalia).

TCAG has a policy in place with the City of Visalia authorizing TCAG to charge to offset cost for modeling requests, although this has only been applied a few times. The cost under this task order assumes an offset modeling cost of $6,000 would be applied. Actual modeling cost may change dependent on final scope of the Reserve Area traffic study and other factors such as need for expedited services from TCAG.

The Reserve Area land uses will be incorporated into the TCAG model. This service includes the cost and work associated with one model run for each of the scenarios listed. As the TCAG model serves as the basis of the traffic analysis, changes in planned land uses that require changes to the TCAG forecast models that have already been completed and need for additional runs will constitute a change order.

Traffic Modeling

Preparation of a traffic model using Synchro and SIDRA for the study intersections, study segments and scenarios listed. The traffic model will be modeled using data obtained through traffic counts, reviewing existing intersection geometrics, and TCAG traffic forecast models. Mitigations, if any, will be modeled. Highway Capacity Manual (HCM) 7th Edition will be used for model analysis outputs and incorporated into the TIA report.

TIA Technical Memo

A Draft TIA Technical Memo will be prepared for review. The Technical Memo will present Level of Service (LOS) results of the traffic modeling for the study intersections, and segments, scenarios listed. Recommended mitigations of traffic impacts, if any, will be presented. The Draft TIA Technical Memo will also include results of traffic signal warrants where traffic signals are proposed for a study intersection mitigation. For traffic signal warrants, Warrant #1 8-Hour will be utilized. Queuing analysis will be included. The Memo will be revised to address comments, and a Final TIA Technical Memo will be resubmitted for approval and included as a technical document reference for the General Plan Amendment, Specific Plan, and/or EIR as a technical study.

VMT Analysis

Services will include review of the Reserve Area against VMT screening maps and trip generations thresholds established in the City of Visalia VMT Thresholds and Implementation Guidelines (VMT Guidelines). Services also include coordination with TCAG to perform VMT modeling based on planned land uses. The VMT modeling results will be compared with the regional VMT to determine whether the project exceeds thresholds and need for mitigations established by the VMT Guidelines. Conversations with TCAG staff has indicated that they typically do no charge for modeling related to a project or entitlement application submitted to one of the member agencies (in this case the City of Visalia). TCAG has a policy in place with the City of Visalia authorizing TCAG to charge to offset cost for modeling requests, although this has only been applied a few times. The cost under this task order assumes an offset modeling cost of $6,000 would be applied. Actual modeling cost may change dependent on final scope of the Reserve Area traffic study and other factors such as need for expedited services from TCAG. Results of the VMT Analysis will be included in the TIA Technical Memo.

EXHIBIT “B”

PROJECT FEES

CITY OF VISALIA

PREPARATION OF RESERVE AREA LAND USE DESIGNATIONS, SPECIFIC PLAN FOR POTENTIAL INDUSTRIAL LAND USES AND PROGRAM ENVIRONMENTAL IMPACT REPORT

RFP No. 24-25-55

SECTION D: PROPOSED FEE STRUCTURE - REVISED DECEMBER 16, 2025

FEE SCHEDULE

REVISED DECEMBER 16, 2025

PHASE I	RESERVE AREA LAND USE DESIGNATIONS	
1.1	Land Use Designations Kickoff	$5,060.00
1.2	Land Use and Circulation Alternatives	$7,870.00
Phase I Total		**$12,930.00**

PHASE II	INDUSTRIAL SPECIFIC PLAN	
2.1	Specific Plan Kickoff Meeting	$2,642.00
2.2	Land Use and Circulation Standards	$46,500.00
2.3	Industrial Design Standards	$18,676.00
2.4	Utilities Planning	$9,673.00
2.5	Administrative Draft Specific Plan	$35,100.00
2.6	Public Review Draft Specific Plan	$3,596.00
Phase II Total		**$116,187.00**

PHASE III	PROGRAM EIR	
3.1	EIR Kickoff	$1,267.00
3.2	Technical Studies for CEQA Analysis	$185,937.00
3.3	Draft Program EIR	$114,386.00
3.4	Final Program EIR	$24,120.00
Phase III Total		**$325,710.00**

PHASE IV	PUBLIC OUTREACH AND HEARINGS	
4.1	Public Outreach	$15,865.00
4.2	Study Sessions	$6,510.00
4.3	Public Hearings for Adoption	$5,680.00
4.4	Final Specific Plan Production	$1,635.00
Phase IV Total		**$29,690.00**

TOTAL FEE: $484,517.00

ADDITIONAL OPTIONAL FEE

5.0	Water Supply Assessment	$7,000.00

INVOICING

QK will invoice this project on a fixed-fee monthly basis.

Ownership Disclosure and California Levine Act Statement

Submit With Proposal

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

Quad Knopf, Inc. dba QK
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

901 E. Main St. Visalia CA 93292
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:

Ronald Wathen, President/CEO

Amber Aguayo, CFO/COO

Garth Pecchenino, VP of Technical Services

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know 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.

Amber Aguayo — Amber Aguayo — 08/21/2025

Signature of Company Authorized Individual | Print or Type Name of Authorized Individual | Date

Visalia City Council

Staff Report

File #: 25-0622 **Agenda Date:** 1/20/2026 **Agenda #:** 7.

Agenda Item Wording:
Designate a portion of City owned property into public right of way - Adopt Resolution 2026-01, designating a portion of City owned property located at the southwest corner of Roeben Street and Howard Avenue into the public right of way system.

Prepared by: Jason Huckleberry, Director of Eng and Building, (559) 713-4495, Jason.huckleberry@visalia.gov

Department Recommendation: Staff recommends that the City Council adopt Resolution 2026-01, designating a portion of City owned property located at the southwest corner of Roeben Street and Howard Avenue into the public right of way system.

Summary:
San Joaquin Valley Homes, the developer of the Elliott Phase subdivision that includes a 4.1-acre City owned park parcel, has coordinated with Southern California Edison (SCE) to provide essential utility infrastructure near and around the developer's residential subdivision and City park parcel. SCE's approved plans will provide power to the future park, as well as the adjacent residential project, but requires three (3) specific areas totaling approximately 327 square feet on the City owned park parcel be dedicated for public right of way to ensure SCE facilities can be installed properly.

This dedication of City owned property is being requested in-lieu of providing a specific SCE easement that they have requested. The dedication of public right of way for the areas described in Attachment A & B provides SCE with full rights as conveyed in existing franchise agreements.

Background Discussion:
On August 19, 2025, the Elliott Phase 1 subdivision dedicated an approximate 4.1-acre parcel to the City of Visalia for a future neighborhood park. The development project has progressed and is preparing to install final electrical facilities for the residential development, which includes the frontage across the City park parcel. The utilities being installed surrounding the park will provide future services to the neighborhood park once developed.

The City Parks and Recreation Department is coordinating with the developer for the design and construction of the park, likely to be under construction this year.

Fiscal Impact: The approval of this agenda item has no fiscal impact.

Prior Council Action:
July 21, 2025 - Council approved the Elliott Subdivision Phase 1 final map for recording.

Other: None

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution 2026-01, designating a portion of City owned property located at the southwest corner of Roeben Street and Howard Avenue into the public right of way system.

Environmental Assessment Status: Complete.

CEQA Review: Mitigated Negative Declaration No. 2024-05.

Deadline for Action: 1/20/2026

Attachments:
Attachment 1 - Legal Descriptions for Dedications
Attachment 2 - Exhibit of Dedications
Attachment 3 - Elliott Subdivision Phase 1 Recorded Final Map
Attachment 4 - Resolution 2026-01

Attachment 'A' – Legal Descriptions

Various strips of land lying within Lot 'A' of Elliott Subdivision, Phase 1, as per map recorded in Book 45, at Page 53 of maps, in the office of the County Recorded of said County, described as follows:

STRIP #1 (12.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ROEBEN STREET, 42.00 FOOT HALF-WIDTH, WITH THE CENTERLINE OF HOWARD AVENUE, 60.00 FEET WIDE, AS SHOWN ON SAID ELLIOTT SUBDIVISION, PHASE 1, SAID POINT TO BE HEREINAFTER REFERRED TO AS POINT "A";

THENCE ALONG THE CENTERLINE OF SAID HOWARD AVENUE, NORTH 89°59'49" WEST 293.00 FEET;

THENCE SOUTH 00°00'11" WEST 30.00 FEET TO THE SOUTHERLY LINE OF SAID HOWARD AVENUE AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°00'11" WEST 15.00 FEET TO THE **POINT OF TERMINUS**.

STRIP #2 (4.00 FEET WIDE)

THE EASTERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A";

THENCE ALONG THE CENTERLINE OF SAID ROEBEN STREET, SOUTH 00°08'31" EAST 384.00 FEET;

THENCE SOUTH 89°51'29" WEST 42.00 FEET TO THE WESTERLY LINE OF SAID ROEBEN STREET, AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°08'31" EAST 20.00 FEET TO THE **POINT OF TERMINUS**, SAID POINT TO BE HEREINAFTER REFERRED TO AS POINT "B".

STRIP #3

THAT PORTION OF SAID LOT "A" LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT SAID POINT "B";

THENCE ALONG THE WESTERLY LINE OF SAID ROEBEN STREET, SOUTH 00°08'31" EAST 58.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 44°45'30" WEST 9.21 FEET;

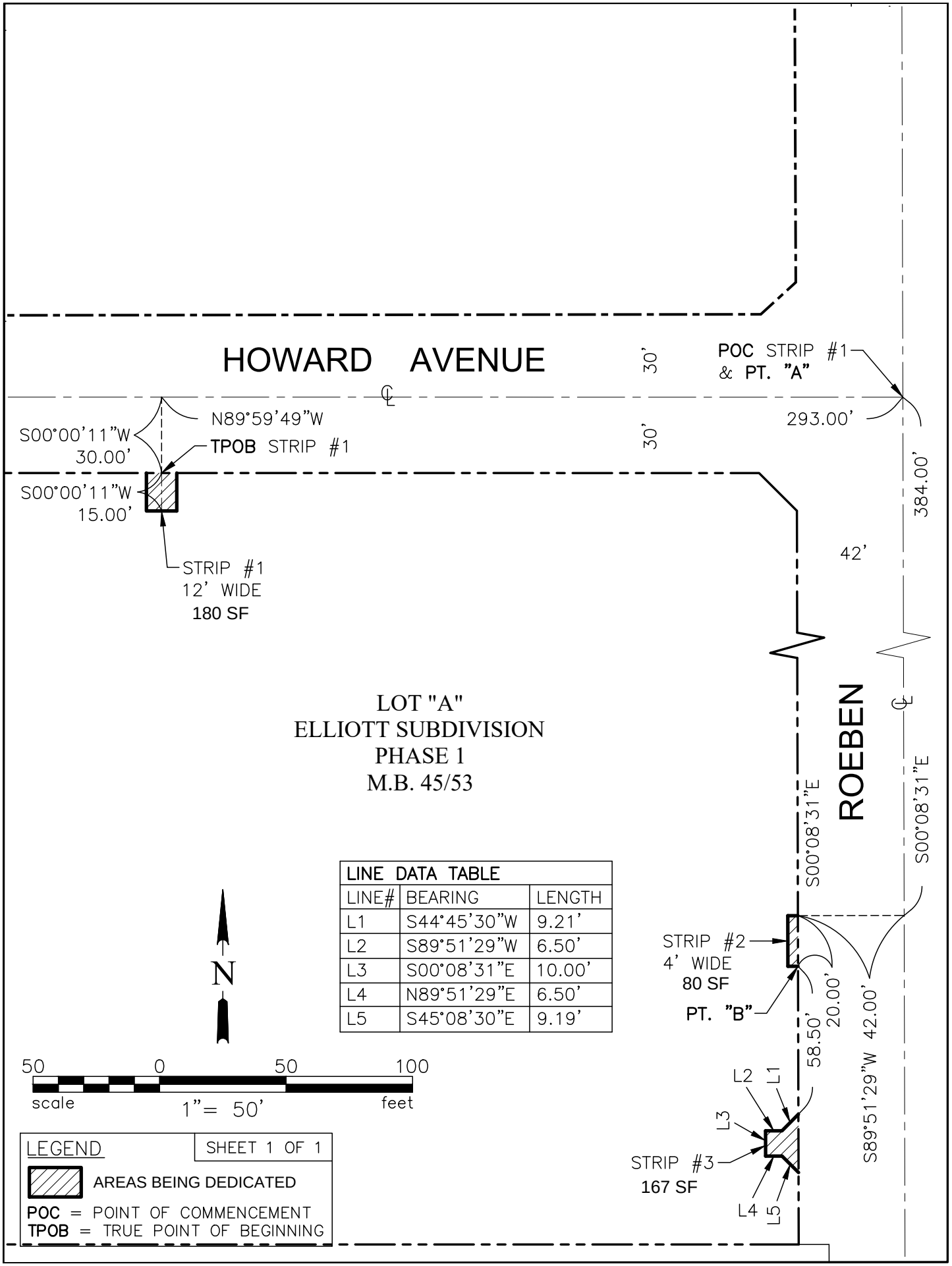
THENCE SOUTH 89°51'29" WEST 6.50 FEET;

THENCE SOUTH 00°08'31" EAST 10.00 FEET;

THENCE NORTH 89°51'29" EAST 6.50 FEET;

THENCE SOUTH 45°08'30" EAST 9.19 FEET TO THE **POINT OF TERMINUS** IN SAID WESTERLY LINE.

ATTACHMENT 'B'



LINE DATA TABLE		
LINE#	BEARING	LENGTH
L1	S44°45'30"W	9.21'
L2	S89°51'29"W	6.50'
L3	S00°08'31"E	10.00'
L4	N89°51'29"E	6.50'
L5	S45°08'30"E	9.19'

ELLIOTT SUBDIVISION

PHASE 1

THE LAND BEING SUBDIVIDED BY THIS MAP IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING THE OFFICIAL GOVERNMENT TOWNSHIP PLATS THEREOF.

PARCEL 1 OF LOT LINE ADJUSTMENT NO. PLA 24-010. RECORDED 11/26/2024, GRANT DEED DOC. NO.2024-0059887, OF OFFICIAL TULARE COUNTY RECORDS

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. *RIGHTS OF WAY FOR ROEBEN STREET, ROAD 92 (SHIRK ROAD), HOWARD AVENUE, JACQUES STREET, FEEMSTER AVENUE, BLUEGRASS STREET, SAVANNAH STREET, MARCIN STREET, DARTMOUTH AVENUE, IRIS AVENUE, AND WEST TULARE AVENUE*
2. *LOT A IN FEE TO THE CITY OF VISALIA FOR PARK AND OTHER PUBLIC PURPOSES*
3. *LOTS B, C, AND D IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC UTILITIES, BLOCKWALLS, AND OTHER PUBLIC PURPOSES*
4. *PUBLIC UTILITY EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, WATER SERVICES, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT)*
5. *BLOCK WALL EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF BLOCK WALLS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENT)*
6. *TEMPORARY STORM DRAINAGE BASIN EASEMENT OVER AND ACROSS LOTS 77, 78, 79, 80, 81, 82, AND 83 TO THE CITY OF VISALIA FOR STORM DRAIN PURPOSES*

WE ALSO HEREBY RELINQUISH VEHICULAR INGRESS AND EGRESS RIGHTS TO THE PUBLIC STREETS AS SHOWN HEREON.

SJV HORIZONTAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SJV HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

Joseph A Leal 05/13/2025

NAME: JOSEPH A LEAL TITLE: AUTHORIZED REPRESENTATIVE DATE:

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA/COUNTY OF TULARE

ON MAY 13, 2025, *BEFORE ME,* AMANDA RAMOS, *A NOTARY PUBLIC PERSONALLY APPEARED,* JOSEPH A. LEAL *WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.*

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

SIGNATURE Amanda Ramos *PRINT NAME*

MY COMMISSION EXPIRES: 04/10/2026 *COMMISSION NO.* 2391938

PRINCIPAL PLACE OF BUSINESS: TULARE *COUNTY*

FLOOD HAZARD ZONE

AS DELINEATED ON TEH FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0928E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES PARTIALLY WITH ZONE AE, WHICH ARE SPECIAL FLOOD HAZARDS AREAS SUBJECT TO INUNDATION NY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED AND PARTIALLY WITH ZONE X (SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOODING, THE 1% ANNUAL CHANCE FLOODPLAIN BOUNDARY, BASE FLOOD ELEVATION LINES AND VALUES AND THE CALCULATED MINIMUM FINISHED FLOOR ELEVATIONS ARE SHOWN FOR THE PORTIONS OF THIS MAP THAT LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

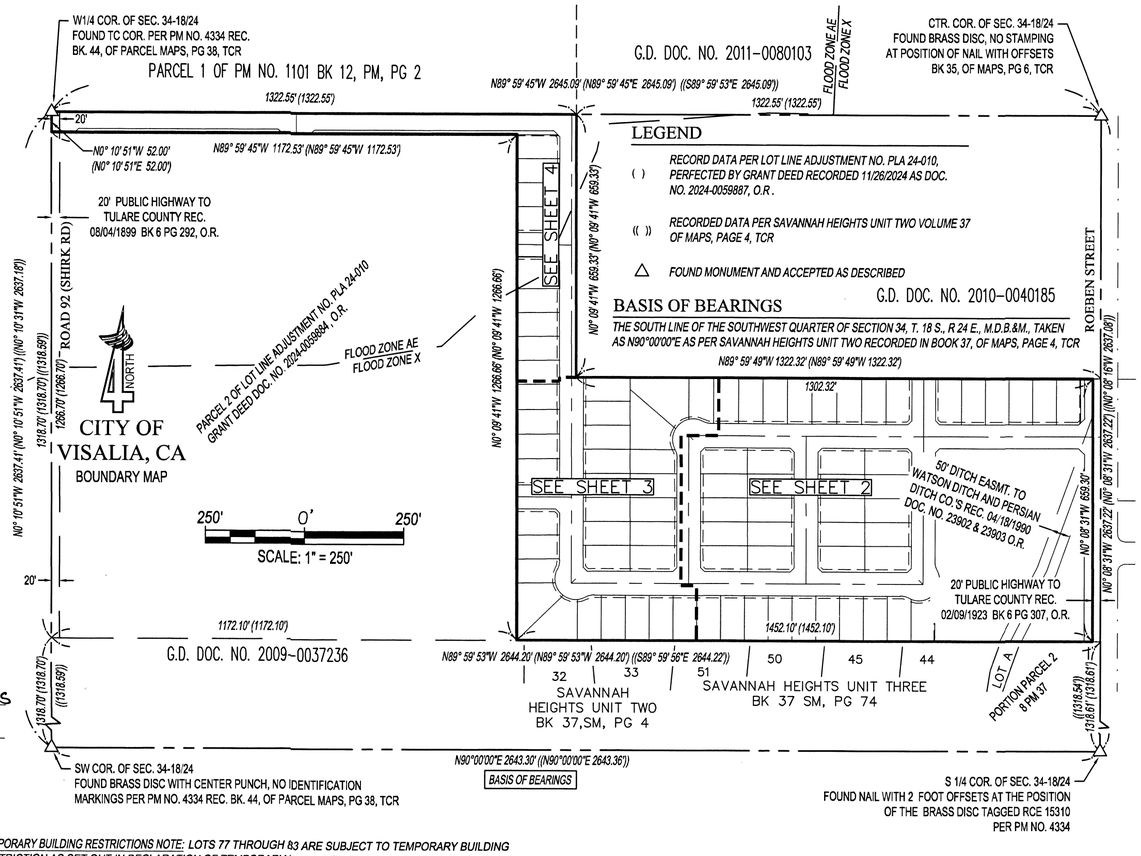
VERTICAL DATUM NOTE: BASE FLOOD ELEVATION VALUES SHOWN ON THIS MAP ARE CONVERTED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) TO THE CITY OF VISALIA DATUM BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) USING THE CONVERSION FACTOR OF 2.73 ESTABLISHED IN FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY DATED JUNE 16, 2009. THE CONVERSION FACTOR OF 2.73 IS SUBTRACTED FROM THE NAVD 88 VALUE TO OBTAIN THE EQUIVALENT NGVD 29 VALUE.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 25-07 *CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.*

EASEMENTS AND AGREEMENTS THAT AFFECT SUBJECT PROPERTY

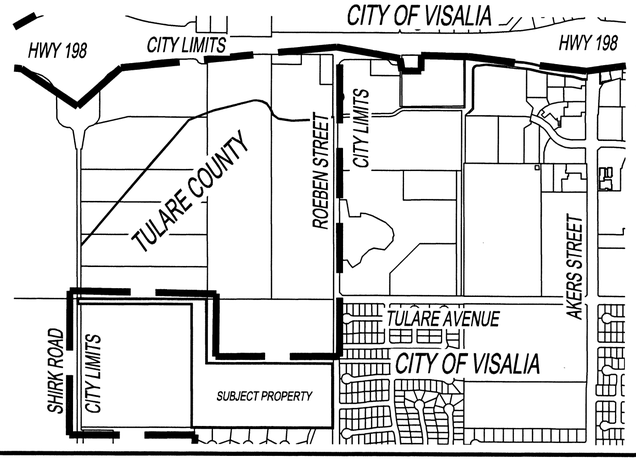
1. *PERSIAN DITCH COMPANY EASEMENT FOR DITCH PURPOSES IN FAVOR OF PERSIAN DITCH COMPANY, RECORDED 11/16/1895, BK 73, OF DEEDS, PG 357, OFFICIAL RECORDS (EXACT LOCATION AND EXTENT IS NOT DISCLOSED OF RECORDS)*
2. *WATSON DITCH COMPANY EASEMENT FOR DITCH PURPOSES IN FAVOR OF WATSON DITCH COMPANY, REC. BK. 116, OF DEEDS, PG 311, OFFICIAL RECORDS (BLANKET EASEMENT OVER W1/2 SE4 & E1/2 SW4 SEC. 34-18/24)*
3. *WATSON DITCH COMPANY EASEMENT FOR DITCH PURPOSE REC. IN 10/04/1911 BK190, OF DEEDS, PG 169, OFFICIAL RECORDS (AMBIGUOUS WRITING UNABLE TO DRAFT ACCURATELY)*
4. *SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES REC. 07/17/1970 BK 2904, PG 111, OF OFFICIAL RECORDS (EASEMENT AFFECTING PHASE 2 OF PROPERTY)*



TEMPORARY BUILDING RESTRICTIONS NOTE: LOTS 77 THROUGH 83 ARE SUBJECT TO TEMPORARY BUILDING RESTRICTION AS SET OUT IN DECLARATION OF TEMPORARY BUILDING RESTRICTIONS, RECORDED Aug 19, 20 25, *AS FILE NO. 2025-0039666.*

LOTS 77 THROUGH 83 CONTAIN A TEMPORARY STORM DRAINAGE BASIN INTENDED TO SERVE THE DRAINAGE NEEDS OF THE PUBLIC STREETS AND LOTS WITHIN THE SUBDIVISION. A TEMPORARY STORM DRAINAGE EASEMENT OVER LOTS 77 THROUGH 83 IS GRANTED TO THE CITY OF VISALIA. THE CITY'S RECORDING OF THE CANCELLATION OF THE ABOVE REFERENCED DECLARATION OF TEMPORARY BUILDING RESTRICTIONS WILL SERVE AS THE CITY'S ABANDONMENT OF THE TEMPORARY STORM DRAIN EASEMENT.

CALIFORNIA WATER SERVICE COMPANY, UNDERGROUND WATER RIGHTS, RECORDED JULY 11, 2025 DOCUMENT NO. 2025-0033160



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 SAN JOAQUIN VALLEY HOMES 2/21/24 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR · CLINTON J. CAUDLE · EXP: 3/31/26 · 9849 · STATE OF CALIFORNIA

CLINTON J. CAUDLE P.L.S. 9849 5-9-2025 *DATE*

CITY SURVEYOR'S STATEMENT

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

PROFESSIONAL LAND SURVEYOR · MICHAEL E. LONG · EXP: 9-30-26 · No. 6815 · STATE OF CALIFORNIA

MICHAEL E. LONG P.L.S. 6815 6/13/25 *DATE*
CITY SURVEYOR

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP #5597 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON 07/22/2024.

6/26/2025 *DATE*

BY: PAUL BERNAL,
PLANNING AND COMMUNITY PRESERVATION DIRECTOR/CITY PLANNER

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THIS 21st *DAY OF* July, 20 25, *AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, TEMPORARY STORM DRAINAGE BASIN EASEMENT, AND LOTS A, B, C, AND D; AND ACCEPTING THE PUBLIC UTILITY EASEMENTS, BLOCK WALL EASEMENTS, 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 29th *DAY OF* July, 20 25

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

CITY OF VISALIA · COUNTY OF TULARE

BY: CHIEF DEPUTY CITY CLERK Reyna Rivera

BOARD OF SUPERVISOR'S STATEMENT

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

DATED THIS 12th *DAY OF* August, 20 25.

BOARD OF SUPERVISORS · TULARE COUNTY, CAL.

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

BY *DEPUTY CLERK*

RECORDER'S STATEMENT

DOCUMENT NO. 2025-0039666 *FEE PAID* $89.00

FILED THIS 19th *DAY OF* August, 20 25, *AT* 8:21 A.M.,

IN VOLUME 45 *OF MAPS, AT PAGE* 53 *TULARE COUNTY RECORDS, AT THE REQUEST OF 4 CREEKS, INC.*

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

BY: *DEPUTY*

PREPARED BY:

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

7-18-2025

ELLIOTT SUBDIVISION
PHASE 1

THE LAND BEING SUBDIVIDED BY THIS MAP IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING THE OFFICIAL GOVERNMENT TOWNSHIP PLATS THEREOF.

BASIS OF BEARINGS

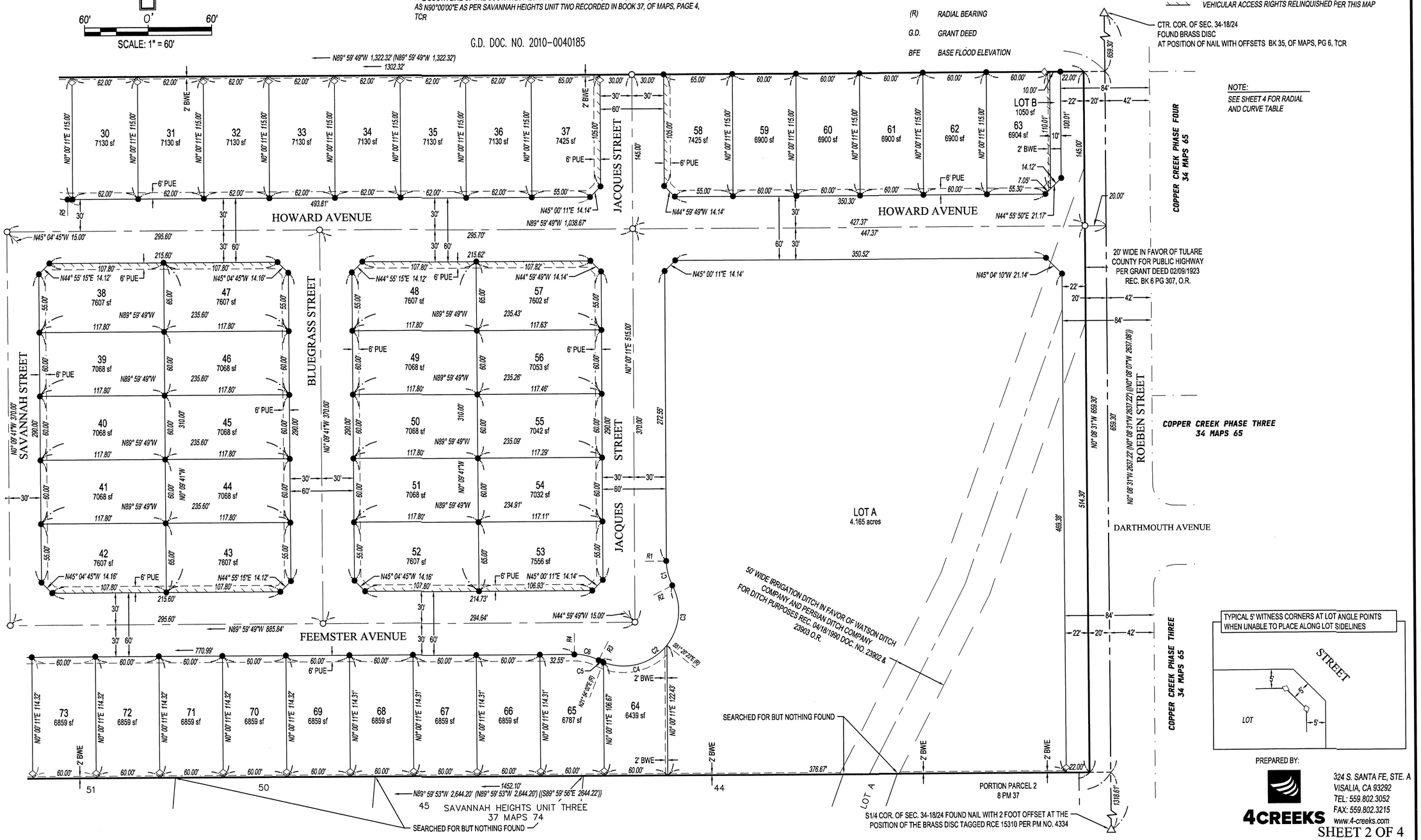
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N90°00'00"E AS PER SAVANNAH HEIGHTS UNIT TWO RECORDED IN BOOK 37, OF MAPS, PAGE 4, TCR

NORTH
60' 0' 60'
SCALE: 1" = 60'

G.D. DOC. NO. 2010-0040185

LEGEND

△	FOUND MONUMENT AND ACCEPTED AS DESCRIBED
●	SET 3/4" IRON PIPE WITH PLASTIC CAP TAGGED "PLS 9849" (FRONT LOTS DOWN 12", BACK LOTS DOWN 9")
○	SET BRASS DISC FLUSH IN CONC. STAMPED "PLS 9849"
◇	SET 3/4" IRON PIPE 9 IN DOWN DEEP WITH PLASTIC TAGGED "PLS 9849" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE
TCR	TULARE COUNTY RECORDS
O.R.	OFFICIAL RECORDS
(R)	RADIAL BEARING
G.D.	GRANT DEED
BFE	BASE FLOOD ELEVATION
———	SHADED LINE INDICATES SUBDIVISION BOUNDARY
PUE	PUBLIC UTILITY EASEMENT
BWE	BLOCK WALL EASEMENT
( )	RECORD DATA PER LOT LINE ADJUSTMENT NO. PLA 24-010, PERFECTED BY GRANT DEED RECORDED 11/26/2024 AS DOC. NO. 2024-0059887, O.R.
(( ))	RECORDED DATA PER SAVANNAH HEIGHTS UNIT TWO VOLUME 37 OF MAPS, PAGE 4, TCR
⟋⟋⟋	VEHICULAR ACCESS RIGHTS RELINQUISHED PER THIS MAP



SEE SHEET 3

PREPARED BY:
4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

ELLIOTT SUBDIVISION
PHASE 1

THE LAND BEING SUBDIVIDED BY THIS MAP IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING THE OFFICIAL GOVERNMENT TOWNSHIP PLATS THEREOF.

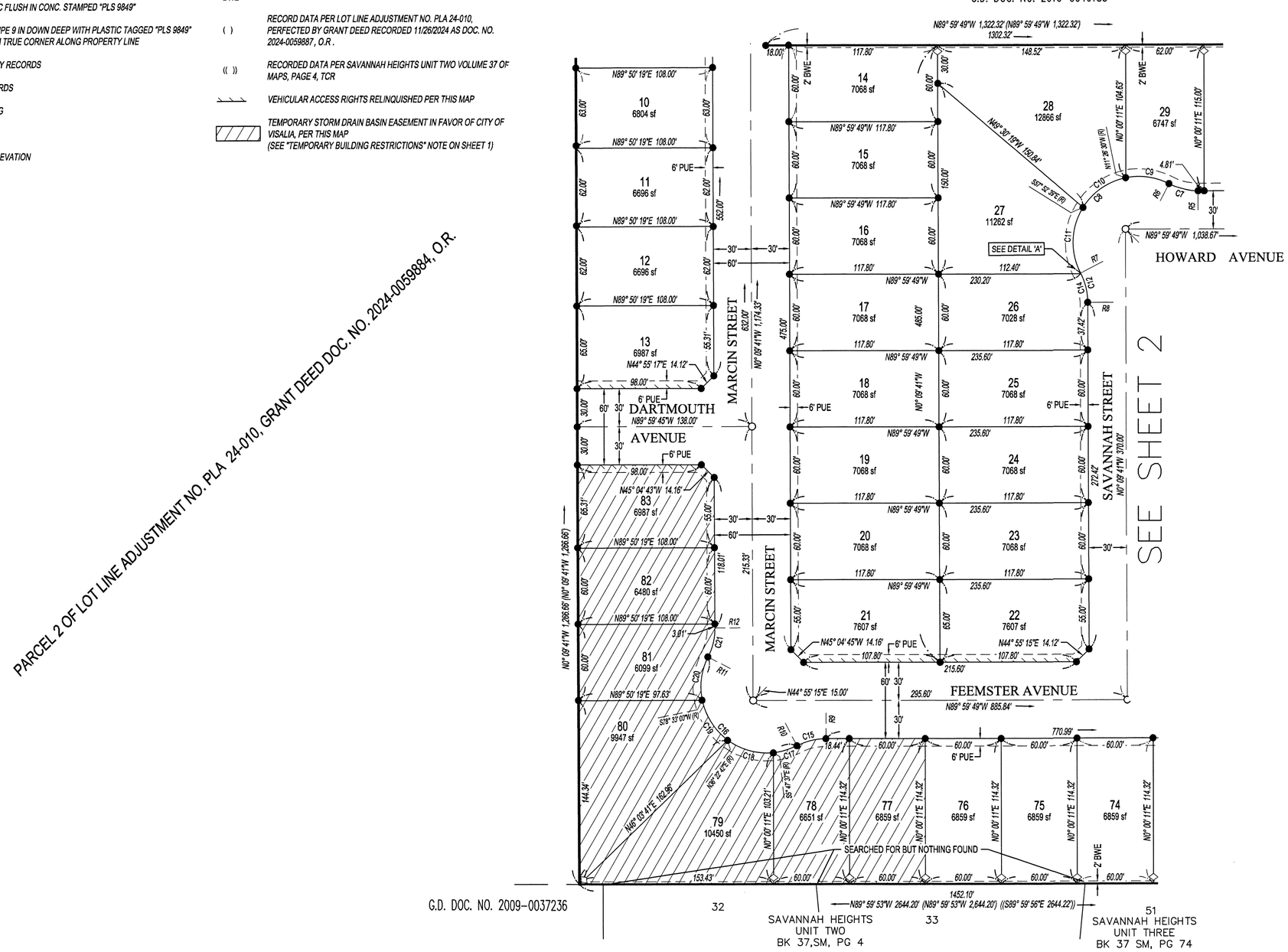
LEGEND

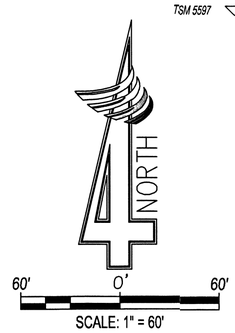
△	FOUND MONUMENT AND ACCEPTED AS DESCRIBED
●	SET 3/4" IRON PIPE WITH PLASTIC CAP TAGGED "PLS 9849" (FRONT LOTS DOWN 12", BACK LOTS DOWN 9")
○	SET BRASS DISC FLUSH IN CONC. STAMPED "PLS 9849"
◇	SET 3/4" IRON PIPE 9 IN DOWN DEEP WITH PLASTIC TAGGED "PLS 9849" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE
TCR	TULARE COUNTY RECORDS
O.R.	OFFICIAL RECORDS
(R)	RADIAL BEARING
G.D.	GRANT DEED
BFE	BASE FLOOD ELEVATION
———	SHADED LINE INDICATES SUBDIVISION BOUNDARY
PUE	PUBLIC UTILITY EASEMENT
BWE	BLOCK WALL EASEMENT
( )	RECORD DATA PER LOT LINE ADJUSTMENT NO. PLA 24-010, PERFECTED BY GRANT DEED RECORDED 11/26/2024 AS DOC. NO. 2024-0059887, O.R. .
(( ))	RECORDED DATA PER SAVANNAH HEIGHTS UNIT TWO VOLUME 37 OF MAPS, PAGE 4, TCR
~~	VEHICULAR ACCESS RIGHTS RELINQUISHED PER THIS MAP
▨	TEMPORARY STORM DRAIN BASIN EASEMENT IN FAVOR OF CITY OF VISALIA, PER THIS MAP (SEE "TEMPORARY BUILDING RESTRICTIONS" NOTE ON SHEET 1)

BASIS OF BEARINGS

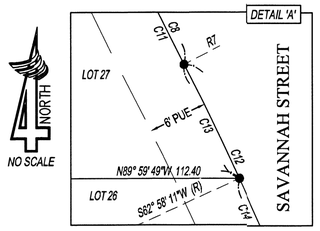
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N90°00'00"E AS PER SAVANNAH HEIGHTS UNIT TWO RECORDED IN BOOK 37, OF MAPS, PAGE 4, TCR

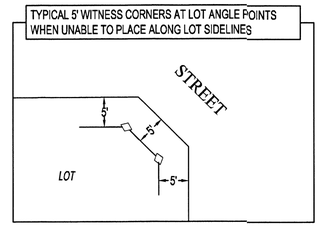
SEE SHEET 4





NOTE:
SEE SHEET 4 FOR RADIAL AND CURVE TABLE





PREPARED BY:
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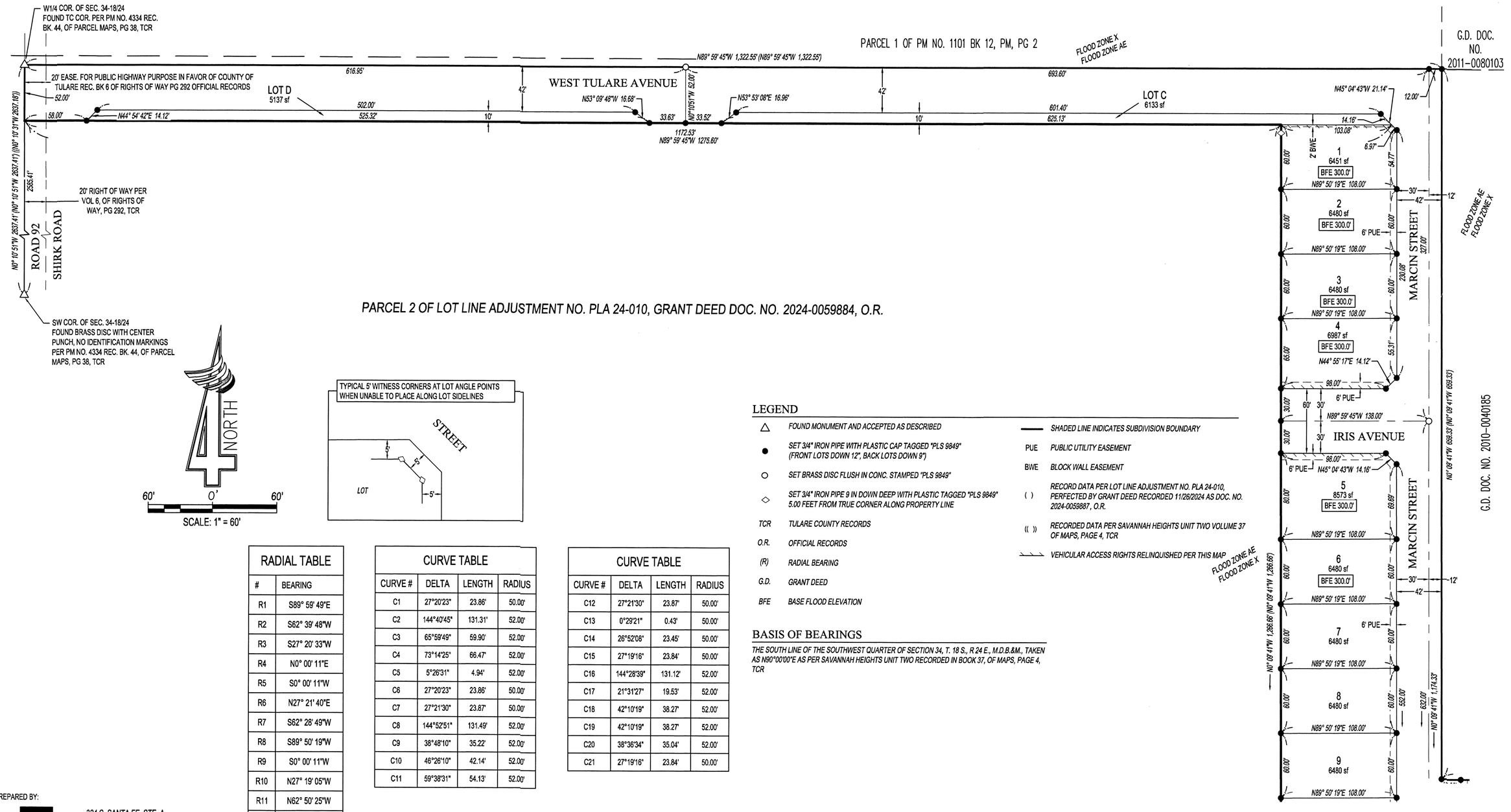
ELLIOTT SUBDIVISION

PHASE 1

THE LAND BEING SUBDIVIDED BY THIS MAP IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING THE OFFICIAL GOVERNMENT TOWNSHIP PLATS THEREOF.



TYPICAL 5' WITNESS CORNERS AT LOT ANGLE POINTS WHEN UNABLE TO PLACE ALONG LOT SIDELINES

LEGEND

△	FOUND MONUMENT AND ACCEPTED AS DESCRIBED
●	SET 3/4" IRON PIPE WITH PLASTIC CAP TAGGED "PLS 9849" (FRONT LOTS DOWN 12", BACK LOTS DOWN 9")
○	SET BRASS DISC FLUSH IN CONC. STAMPED "PLS 9849"
◇	SET 3/4" IRON PIPE 9 IN DOWN DEEP WITH PLASTIC TAGGED "PLS 9849" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE
TCR	TULARE COUNTY RECORDS
O.R.	OFFICIAL RECORDS
(R)	RADIAL BEARING
G.D.	GRANT DEED
BFE	BASE FLOOD ELEVATION
———	SHADED LINE INDICATES SUBDIVISION BOUNDARY
PUE	PUBLIC UTILITY EASEMENT
BWE	BLOCK WALL EASEMENT
( )	RECORD DATA PER LOT LINE ADJUSTMENT NO. PLA 24-010, PERFECTED BY GRANT DEED RECORDED 11/26/2024 AS DOC. NO. 2024-0059887, O.R.
(( ))	RECORDED DATA PER SAVANNAH HEIGHTS UNIT TWO VOLUME 37 OF MAPS, PAGE 4, TCR
⟍⟍	VEHICULAR ACCESS RIGHTS RELINQUISHED PER THIS MAP

BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, T. 18 S., R 24 E., M.D.B.&M., TAKEN AS N90°00'00"E AS PER SAVANNAH HEIGHTS UNIT TWO RECORDED IN BOOK 37, OF MAPS, PAGE 4, TCR

RADIAL TABLE	
#	BEARING
R1	S89° 59' 49"E
R2	S62° 39' 48"W
R3	S27° 20' 33"W
R4	N0° 00' 11"E
R5	S0° 00' 11"W
R6	N27° 21' 40"E
R7	S62° 28' 49"W
R8	S89° 50' 19"W
R9	S0° 00' 11"W
R10	N27° 19' 05"W
R11	N62° 50' 25"W
R12	N89° 50' 19"E

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	27°20'23"	23.86'	50.00'
C2	144°40'45"	131.31'	52.00'
C3	65°59'49"	59.90'	52.00'
C4	73°14'25"	66.47'	52.00'
C5	5°26'31"	4.94'	52.00'
C6	27°20'23"	23.86'	50.00'
C7	27°21'30"	23.87'	50.00'
C8	144°52'51"	131.49'	52.00'
C9	38°48'10"	35.22'	52.00'
C10	46°26'10"	42.14'	52.00'
C11	59°38'31"	54.13'	52.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C12	27°21'30"	23.87'	50.00'
C13	0°29'21"	0.43'	50.00'
C14	26°52'08"	23.45'	50.00'
C15	27°19'16"	23.84'	50.00'
C16	144°28'39"	131.12'	52.00'
C17	21°31'27"	19.53'	52.00'
C18	42°10'19"	38.27'	52.00'
C19	42°10'19"	38.27'	52.00'
C20	38°36'34"	35.04'	52.00'
C21	27°19'16"	23.84'	50.00'

SEE SHEET 3

PREPARED BY:
4CREEKS
324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

RESOLUTION NO. 2026 - 1

A RESOLUTION OF THE VISALIA CITY COUNCIL
ACCEPTING A PORTION OF CITY OWNED
PROPERTY INTO THE PUBLIC STREET SYSTEM

WHEREAS, the City of Visalia, State of California, owns real property, intended for a future park along with portions of it to be utilized for a sidewalk and other public purposes, including but not limited to setback from the currently designated public streets, designated as a "Lot A" per Elliott Subdivision Phase 1 Final Map; located at the southwest corner of Roeben Street and Howard Avenue in the City of Visalia; and

WHEREAS, the City of Visalia desires to accept three portions of Lot "A" into the public street system, with the total size of the three portions of land totaling approximately 427 square feet; and

WHEREAS, said portions are more particularly described in Attachment "A" legal description of the three portions and Attachment "B" a diagram depicting the location of the three portions being accepted into the public street system as part of those areas referred to as Howard Avenue and Roeben Street; and

WHEREAS, Section 1806(b) of the California Streets and Highways Code states that no public or private street or road shall become a city street or road until the governing body, by resolution, has caused the street or road to be accepted into the city street system; and

WHEREAS, pursuant to state law requirements, the City Council may by resolution authorize the acceptance of a portion of a public street or road into the public street system.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City of Visalia, does hereby accept into the public street system the above-described three portions of City-owned property, totaling approximately 427 square feet of Lot A of the Elliott Subdivision Phase 1 Final Map, into the City of Visalia public street system.

PASSED AND ADOPTED: _____ __, 2026 LESLIE CAVIGLIA, CITY CLERK

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

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2026-1 passed and adopted by the Council of the City of Visalia at a regular meeting held on January 20, 2026.

Dated: LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Visalia City Council

Staff Report

File #: 25-0458 **Agenda Date:** 1/20/2026 **Agenda #:** 8.

Agenda Item Wording:
Award contract for short range transit plan update- Authorize the City Manager to award a contract for the short range transit plan update to Jarret Walker and Associates and allocate $205,000 to the capital improvements project budget of which $136,000 will be paid by Tulare County Association of Governments on a reimbursement basis and $69,000 from local transit funding.

Prepared by: Angelina Baker, Transit Manager Angelina.baker@visalia.gov (559) 713-4591 John Lollis, Assistant City Manager John.lollis@visalia.gov (559) 713-4323

Department Recommendation: It is recommended that Council appropriate $205,000 to the transit capital improvements budget for a short range transit plan update. Tulare County Association of Governments (TCAG) performed a request for proposals (RFP) on behalf of Visalia Transit and partnered with Visalia Transit on the selection process which resulted in Jarret Walker & Associates being selected as the winning proposal.

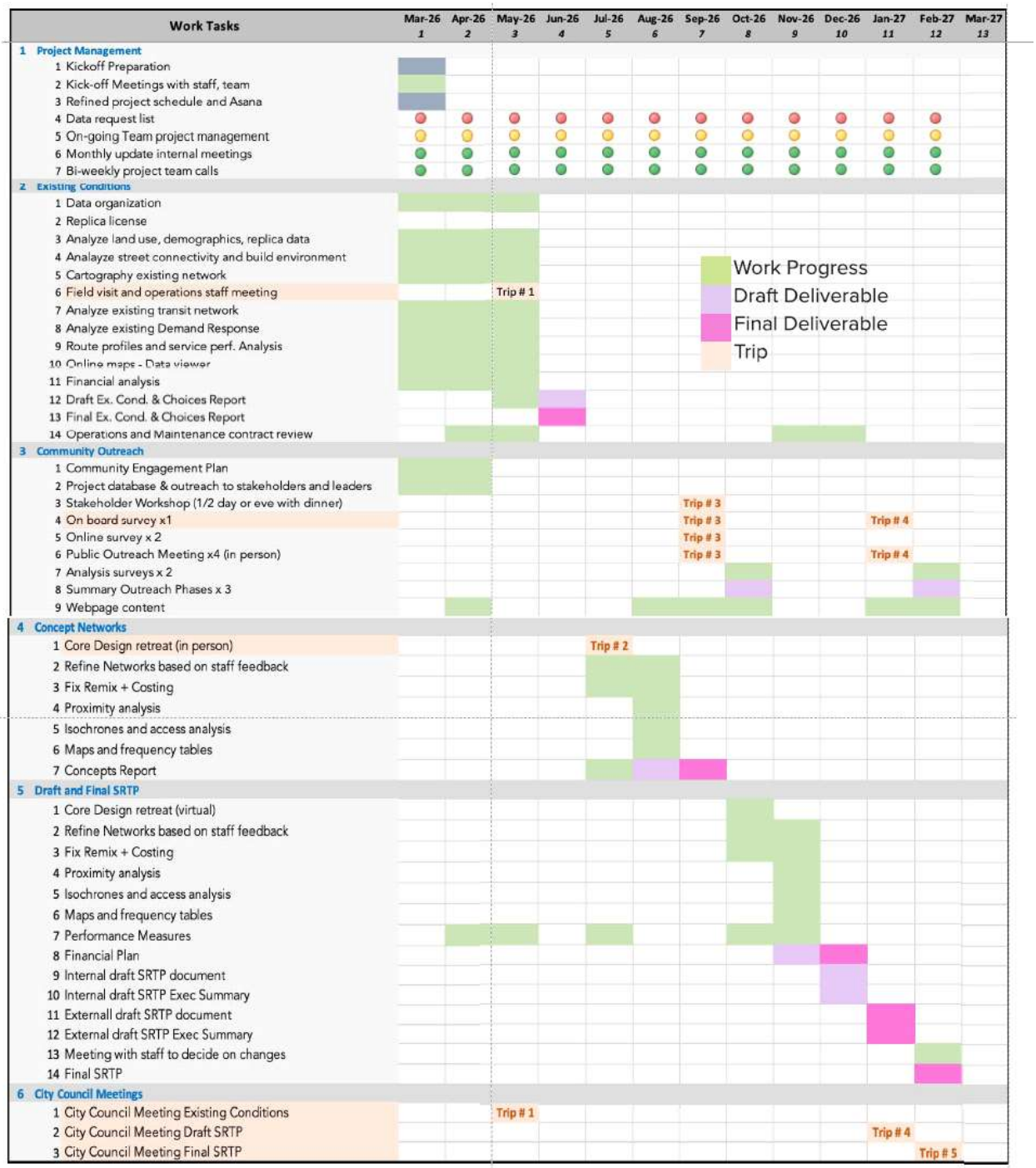
Summary:
The short range transit plan is a five-year planning document that reviews and updates current goals, evaluates current conditions, and produces a new operations plan, capital plan and financial plan for the transit services provided by the City of Visalia. This current plan update procurement is being hosted by Tulare County Association of Governments (TCAG) who budgeted $136,000 on behalf of Visalia Transit. TCAG released an RFP on October 6, 2025, to invite qualified consultants to prepare Visalia Transit's SRTP update. This plan is required for federal and state transit funding purposes. Due to the rising costs associated with inflation, and also the robust nature of this plan update following the pandemic, there is a budget shortfall of $69,000 of which Transit will need to make up the difference for.

The panel, made up of TCAG and City of Visalia Transit staff, received seven (7) proposals from qualified consultants. All 7 proposals were scored, with the top four (4) being selected for interviews. Interviews were conducted during the first week of December 2025, and during the selection process, Jarrett Walker and Associates was selected as the most qualified proposer with a project estimate of $205,000.

The Process:

Jarret Walker and Associates proposed a timeline, which can be found on pages 57 and 58 of their proposal (attached), of 12 months from kick-off to completion. During that time there will be ongoing collaborative meetings, detailed analysis of the existing system, significant involvement from stakeholders and the public, and three separate presentations to City Council. A graphic of the proposed timeline is shown below:

Detailed Project Schedule



Background Discussion:
The SRTP is an action plan developed to guide the implementation of transit service improvements over the next 5+ years. An SRTP of the City's transit routes is important to improve the efficiency of

service within the City, address future land use development and transportation investments, and enhance connectivity to regional bus services. The SRTP responds to key issues identified by Visalia Transit customers and others to create a system that will be more attractive to new riders in the years to come. This particular update is especially critical as Transit will use it to “re-imagine” the City’s current system.

Ridership has not fully recover from the COVID-19 pandemic, and Transit needs to evolve into a new vision that creates efficiencies and improves rider access. In June of 2025, Visalia Transit launched the micro transit ‘Visalia Connect’ pilot program, and as part of this SRTP update, the consultant will use the data from the pilot to help rebuild a more efficient Visalia Transit Fixed Route system.

Fiscal Impact: Visalia Transit is asking Council to appropriate $205,000 of which $69,000 will come from Transit’s local transit funds (LTF) and $136,000 will be reimbursed by Tulare County Association of Governments (TCAG) to make up the total SRTP budget which is $205,000.

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to appropriate $205,000 for a short range transit pan update and award the short range transit plan update contract to Jarrett Walker and Associates for an amount not to exceed $205,000.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: RFP Visalia reimagine study, SRTP consultant contract, JWA proposal, Disclosure forms completed by JWA

October 6, 2025

Request for Proposals

for

2026 Visalia Short Range Transit Plan (SRTP)/Reimagine Study

from the
Tulare County Association of Governments (TCAG)
210 N. Church St., Suite B,
Visalia, California 93291

Phone: 559-623-0450
Fax: 559-733-6720
Contact: Sheela Bhongir
Email: sbhongir@tularecag.ca.gov
Web: www.tularecog.org

Proposal Submittal Deadline November 14th 5:00PM

I. Introduction to the Request for Proposals (RFP)

The Tulare County Association of Governments (TCAG), as the Metropolitan Planning Organization and the Regional Transportation Planning Agency (RTPA) for Tulare County, is requesting proposals from qualified consultants on behalf of the City of Visalia for the preparation of the 2026 Visalia Short Range Transit Plan (SRTP)/Reimagine Study. The objective of this RFP is to select a qualified consultant to thoroughly analyze existing transit services, including new micro transit pilot data, to fundamentally "reimagine" the Visalia Transit (VT) public transit system. Successful proposals will explain the analytic methods to be utilized and how they will deliver a redesigned public transportation system that is intuitive, convenient, efficient, and which effectively meets the mobility needs of the local transit-reliant population. A brief history of their transit system, including ongoing challenges and opportunities for growth are described in the Scope of Services document. A joint venture of firms or a single firm for all or part of the tasks described is acceptable to accomplish the anticipated Scope of Services outlined in Attachment A.

II. Scope of Services

Attachment A identifies the Scope of Services.

III. Selection Timeline

October 6	Distribution of Request for Proposals
October 27th	Deadline for Written inquiries/questions
November 4th	Responses Posted on TCAG website
November 14th	Proposals Due to TCAG by 5:00 PM
December 3 & 4th	Interviews (potential)
February 23th	Consultant selection by TCAG Board
February 24th	Finalize Contract
February 25th	Work begins

IV. Budget & Consultant Administration Responsibilities

1. Working meetings: Schedule and coordinate all necessary working meetings with Visalia Transit Project Manager, Visalia Transit staff and as needed TCAG staff.

2. Budget: The project is budgeted for Fiscal Year 2025/26. Proposer is expected to provide a price proposal and a detailed budget for completion of all work outlined within the attached scope of work. Ten percent retention will be held for the preparation of the final report and released at contract completion. The desired timeline for completion of the study is 10-12 months after the project kickoff. Proposals with project schedules longer than 12 months will be accepted if a written justification for the extended timeline is provided.

3. Invoices and progress reports: Invoices and accompanying progress reports shall be submitted monthly. All invoices shall include a description of work completed, including the percentage completed for each project task, and the hourly rate and expenditures for each employee or subcontractor. Direct expenses shall include receipts or an acceptable form of backup.

V. Proposal Requirements

1. Firm experience and qualifications: Prospective consultants shall provide a summary description of the firm's overall qualifications for this project and previous experience on similar or related engagements. Qualifications and examples of previous related experience/projects should be included for the project manager and each of the key project staff proposed for the project. For each employee that works on this project (except support or clerical), the proposal must list the location of the office that the employee works. Failure to provide the requested information may disqualify a proposal. (15 page maximum)

2. Understanding of the Project: Prospective consultants shall include a narrative introducing the consultant's understanding of the project requirements. The contents of this section are to be determined by the respondent, but should demonstrate a familiarity with transit planning, short range and long-range plans. This section should demonstrate the consultant's understanding of the preparation of these reports, including complying with state and federal requirements and guidelines. Prospective consultants should identify in the proposal the types of information needed to complete the Scope of Services.(20 pages maximum)

3. Project Management: Prospective consultants shall designate by name the project manager to be employed. The selected consultant shall not substitute the project manager without prior approval by the VT Transit Manager and TCAG Executive Director. (3 page maximum)

4. Project Personnel: Prospective consultants shall describe the qualifications of all professional personnel assigned to this project, including a summary of similar work or studies each member has performed and a resume of each professional. Project personnel changes require that VT Transit Manager and affiliated TCAG staff are notified. (10 page maximum)

5. References: Prospective consultants shall provide names and contact information for three clients for whom the prospective consultant has performed technical and management assignments of similar complexity to that proposed in this request. At least two references shall be provided for projects on which the proposed and named project manager has worked. Up to one may exclusively include a project on which the proposed professional personnel for this project with the most hours assigned participated in. Full points cannot be awarded for past projects in which the proposed project manager or primary professional assigned did not participate. This could necessitate projects references outside of the work of the proposing firm. A brief summary statement for each assignment shall be provided. (5 page maximum)

6. Subcontracting: If subcontractors are used, prospective consultants must submit a description of each person, firm, and the work to be done by each subcontractor. The VT Transit Manager and TCAG Executive Director must approve all subcontractors and no work may be subcontracted nor the subcontractor changed without the prior approval of the TCAG Executive Director.

7. Methodology: Prospective consultants shall describe the approach to the project, specific techniques that will be used, what the reports will include, and the specific administrative and operational management expertise that will be employed. (10 page maximum)

8. Conflict of Interest: Prospective consultants shall disclose any financial, business or other relationship with TCAG, any of the eight incorporated cities in Tulare County, the County of Tulare, or any of their officers or officials that may have an impact on the outcome of the project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of the project.

9. Project Costs: Prospective consultants shall include a cost proposal section or exhibit demonstrating the total cost of the work solicited under this RFP, by task. For each task, estimated costs for should be broken down. Cost proposals shall detail all direct and indirect costs to be incurred for the project, broken down by task, and shall include the labor rates.

10. Signature: The proposal and accompanying certifications shall be signed by an official (or officials, as applicable) authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following information: type of business entity (i.e. corporation, California limited partnership, etc.) and whether the business entity is registered to do business in California; and name, title, address, and telephone number of individuals with authority to negotiate and contractually bind the company.

11. Insurance Requirements: TCAG will require the selected consultant to obtain and maintain, at consultant's sole cost and expense, insurance coverage as outlined in the attached Sample Consultant Services Contract (Attachment D).
The selected consultant shall maintain said insurance policies in effect during the term of the contract and shall cause all parties supplying services, labor, or materials to maintain insurance in amounts and coverage not less than those specified in the attached Sample Consultant Services Contract.

    The selected consultant shall file certifications of this insurance, including all applicable endorsements, with TCAG prior to commencement of its performance under this agreement. Consultant must maintain adequate levels of insurance throughout the duration of the agreement.

12. Indemnity and Harmless Clause: TCAG will require the selected consultant to hold harmless, defend and indemnify TCAG, their officers, employees and agents from any liability, claims, actions, costs, damages or losses, for injury, including death to any person, or damage to any property arising out of the consultant's services, in accordance with the indemnity language included in the Sample Consultant Services Contract (Attachment E).

13. Ineligible Bidders: Each consultant must certify that it is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions. Attachment B must be properly completed and submitted with the proposal.

14. Disadvantaged Business Enterprise (DBE): (only for federally-funded projects) It is the policy of the U.S. Department of Transportation that minority and women-owned business enterprises (herein referred to as DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement.

    The proposal must list the percentage of work, by cost expended, to be completed by DBE-certified consulting firms, prime or sub-consultants. Proof of DBE certification for qualified firms is required to be submitted with the proposal. If the percentage is less than 13.5% an explanation of the attempt and

failure to meet this goal must be provided. Failure to provide the requested information may disqualify the proposal.

15. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

16. Equal Employment Opportunity: In connection with the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

17. Attachments: Attachments A through E are attached herein. Consultants must complete attachments B and C and include them at the end of the proposal.

Attachment A	Scope of Services
Attachment B	Debarment and Suspension Notification
Attachment C	Workers' Compensation Insurance
Attachment D	Insurance Requirements
Attachment E	Sample Consultant Services Contract General Terms and Conditions

VI. Scoring Criteria, Submission, and Selection

1. Selection of Successful Consultant: Selection of the successful consultant will be based on information provided in response to the Request for Proposals, information provided by former clients of the consultant for whom work of a similar scope has been done, interviews, if conducted, and consideration of any exceptions taken to the RFP or taken to the proposed contract terms and conditions. Proposals submitted by each consultant will be evaluated separately based on how well each proposal meets the scoring criteria listed below. In the event that a high number of proposals is received, TCAG reserves the right to interview consultant teams with the higher proposal scores.

Scoring Criteria	Points
The Proposal	
Comprehension of Project	15
Thoroughness of Proposal	10
Meeting the Project Objectives	25
Project Delivery Time	5
Consultant Qualifications	
Qualifications and Experience	25
References	15
Cost	
Reasonableness of Cost	5

Subtotal	100
Local Firm[1]	5
Total Possible Points (RFP)	105
Total Possible Points (Interview)	*100*

[1] Local firms are required to meet both of the following:
- Have a local business office in Tulare County; and
- At least 51% of the work to be conducted by employees in the local office

2. Contract Award: The selected consultant will execute a contract with TCAG after consultant selection approval. The official selection of the consultant, if any, is anticipated to be made by TCAG at its **Monday, February 23, 2026**, meeting. Unsuccessful proposals will be notified in writing.

3. Modification or Withdrawal of Proposals: Any proposal received prior to the due date and time specified may be withdrawn or modified by written request of the consultant. However, to be considered, the final modified proposal must be received by the date and time specified above. All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued to consultants by the TCAG Executive Director are authorized and binding.

4. Selection Process: All proposals submitted in response to this request will be screened by a selection committee using the provided scoring criteria. Proposal opening does not constitute the awarding of a contract. The contract is not in force until it is awarded by the TCAG Board and executed by Visalia Transit (VT).

   a. TCAG may, during the evaluation process, request from any applicant additional information that TCAG deems necessary to determine the applicant's ability to perform the required services. If such information is requested, the applicant shall be permitted three (3) working days to submit the information requested.

   b. TCAG reserves the right to select the applicant(s) that in its sole judgment best meets the needs of TCAG. The lowest proposed cost is not the sole criterion for recommending a contract award. TCAG reserves the right to reject any and all proposals and/or negotiate with another party or any other party directly.

   c. TCAG reserves the right to conduct interviews. Consultants who will be interviewed will be notified by November 24th for interviews on (December 3 or 4th). TCAG will conduct the interview via Zoom or another electronic medium.

5. Rejection of Proposals: Failure to meet the requirements of the Request for Proposals will be cause for rejection of the proposal. TCAG may reject any proposal if it is conditional, incomplete, contains irregularities, or has inordinately high or low costs. TCAG reserves the right to reject any and all proposals without cause. TCAG may waive an immaterial deviation in a proposal when it determines that waiving a requirement is in the best interest of TCAG. Waiver of an immaterial deviation shall in no way modify the Request for Proposals documents or excuse the applicant from full compliance with the contract requirements, if the applicant is awarded the contract.

6. Public Record: All proposals submitted in response to this RFP shall become the exclusive property of TCAG. At such time as the selection committee recommends a proposal to the TCAG Board and such recommendation appears on the TCAG Board agenda, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records. If there are any trade or proprietary secrets included by the consultant, the consultant may provide a different copy of the proposal that would be acceptable to release to the public.

7. Method of Payment: Payment to the selected consultant will be made upon successful completion of project tasks as invoiced by the consultant. Pre-award expenses shall not be allowed. Cash advances will not be available.

VII. Other Conditions

1. Reservation of Right to Withdraw RFP and/or Not Award Contract: TCAG reserves the right to amend or withdraw this RFP at any time without prior notice. Revisions to the RFP, if any, will be emailed to all consultants to whom the original RFP was distributed in addition to posting online with the notice of the RFP. Furthermore, TCAG makes no representations that any agreement will be awarded to any consultant responding to this RFP. TCAG expressly reserves the right to reject any and all proposals in response to this RFP without indicating any reasons for such rejection.

2. TCAG Property: All data, documents and other information provided to TCAG by the Contractor shall become property of TCAG.

3. Pre-Contractual Expenses Not Allowed: TCAG shall not, in any event, be liable for any pre-contractual expenses incurred by any consultant. Pre-contractual expenses are defined as expenses incurred by prospective consultants such as:

   a. Preparing and submitting a proposal in response to this RFP

   b. Negotiating with TCAG on any matter related to this RFP, proposal and/or contractual agreement

   c. Any other expenses incurred by the consultant prior to the date of a Notice to Proceed.

VIII. Proposal Submittal

Proposals must be received electronically no later than **5:00 PM on November 14th**. It is recommended that a submittal email is sent without an attachment, as attachments may be too large, and access be granted for TCAG to download your document. This could be done via FTP, Dropbox, Hightail, or another service as provided by prospective consultants. Please submit to Sheela Bhongir, at sbhongir@tularecag.ca.gov.

IX. Questions

Questions should be directed to (Sheela Bhongir) at (sbhongir@tularecag.ca.gov). All questions must be submitted in writing by **5:00 p.m. on October 27th**. Questions and responses will be posted in writing on the TCAG website. Please check www.tularecog.org/tcag/rfps-contracts/rfps regularly for amendments or additional information on this RFP. Consultants that are considering responding to this RFP are forbidden from

contacting members of the Tulare County Association of Governments to discuss their proposal. Failure to comply with this requirement may cause your proposal to be denied without review.

SRTP/Reimagine Study - Scope of Work

Background

Initiated by the City of Visalia in 1981 and rebranded in 2010, the Visalia Transit (VT) public transit system provides fixed-route and demand-response transit services within the Visalia Urbanized Area. An estimated population of 146,000 resides in VT's 40 square mile service area.

The CITY finances VT through a combination of fare revenues, Transportation Development Act (sales tax) allocations, and Federal Transit Administration (FTA) Section 5307 funds. A portion of the funding is contributed by the County of Tulare under a contract for the provision of VT service to county residents residing within the city's urbanized area.

The VT fixed-route service consists of 13 routes. Operating hours are approximately 6:00 a.m. to 9:30 p.m., Monday through Friday, excluding holidays; 8:00 a.m. to 6:30 p.m. on weekends. Twenty-six buses are operated during base level service. Our fixed route services cover three cities (Visalia, Farmerville, Exeter) and surrounding rural communities. This schedule results in an annual total of about 113,680 vehicle revenue hours and 1,615,500 vehicle revenue miles.

The traditional demand-response service, referred to as Dial-a-Ride, operates with approximately five vehicles, during the same days and hours as the fixed route service. Dial-a-Ride is available to any member of the public, but its priority is to provide complementary paratransit service as called for in the Americans with Disabilities Act (ADA). Existing marketing, fare structure, and operating policies encourage transit patrons to use the fixed routes as the primary service.

The Sequoia Shuttle operates from Visalia to the Sequoia National Park, seven days a week, between the Thursday before Memorial Day weekend through early September. Operating hours are approximately from 6:00 a.m. to 6:30 p.m. More information is available online at www.SequoiaShuttle.com.

The Visalia V-Line operates 7 days a week to and from Fresno Yosemite International Airport (FAT) and California State University (CSU), Fresno for students and travelers. The route also serves the Visalia Municipal Airport and Courthouse Park in downtown Fresno.

The newest VT service is an on-demand micro transit pilot called Visalia Connect. Visalia Connect operates 7 days a week, with the same hours as Fixed Route and DAR services.

Since the emergence of the covid pandemic earlier in this decade, transit agencies nationwide have seen dramatic shifts in travel patterns, demand, and rider behavior. With ridership still hovering between 50 and 60% of 2019 levels, there is a need for the system to be reinvigorated and “reimagined”. Visalia Transit launched Visalia Connect, the new micro transit service, in June 2025 and is already seeing promising ridership numbers. This suggests that micro transit will provide a valuable supplement to existing transit services, enabling a substantial reconfiguration of fixed routes to provide greater convenience and efficiency.

Staff fully expect to see a SRTP that comprehensively redesigns the Visalia Transit system to increase the convenience of riding transit, reduce travel times, concentrate fixed route services when and where they operate most efficiently, and employ micro transit to effectively fill spatial and temporal gaps in scheduled services.

The Visalia City Council is the policymaking body for the VT system. The CITY Transit Division administers, plans, markets, and monitors the transit system. An independent contractor provides maintenance and operating services. The CITY provides buses, radios, electronic fareboxes, video surveillance system, street furnishings, published information, passes, and transfers.

All vehicles are owned by the City of Visalia. Visalia Transit services are operated by RATP Dev USA. Vehicle maintenance is also performed by the contractor. Exhibit “D” provides a complete list of the transit vehicles owned by the CITY.

Introduction to Project Objectives

The City of Visalia is seeking proposals from qualified consultants for preparation of the 2026 Short Range Transit Plan/Reimagine Study. A thorough review of existing transit services, including a thorough analysis of data collected from the new micro transit pilot program, coupled with an in-depth analysis of travel demands and demographic characteristics, and input from the public and stakeholders, a solid body of knowledge will be developed in order to address project objectives including: the assessment of the current study area conditions; the development of a financially constrained and unconstrained plans for services; and identify and make recommendations for service efficiencies to fundamentally “reimagine” the Visalia Transit Fixed Route System is what Visalia Transit is seeking from this Short Range Transit Plan/Reimagine Study.

The Consultant shall perform all necessary tasks to provide the City with the 2026 SRTP/Reimagine Study. The project shall include, but not be limited to, updating goals and objectives, conducting analysis and evaluations, recommending and prioritizing options for expansion, updating the 5-year operations plan, updating the Capital Improvement Program and Financial Plan, as well as the preparation of draft and final Visalia Transit 2026 Short Range Transit Plan/Reimagine Study and executive summary to VT for adoption.

The CITY requests that the Proposer suggest changes to the scope of work (as a part of the proposal) to achieve the CITY’s stated Project Objectives.

A. Project Objectives

The CITY’s primary objective for this Agreement is to obtain professional assistance in the development of a Short-Range Transit Plan (SRTP) covering FYs 2026-2031, including assessment of existing and future public transit services to meet community needs; General Plan and regional connectivity; overall general financial estimates for recommended scenarios, and service delivery options.

In addition, to fulfill the requirements of the Tulare County Association of Governments (TCAG), the purpose of the SRTP also includes, but is not limited to, the following:

1. To propose specific recommendations for satisfying the long-range objectives of TCAG’s Regional Transportation Plan/ Sustainable Communities Strategy and guide the provision of transit services in the region over the next five (5) years.

2. To serve as a management and policy document for the transit operator, as well as a means of providing FTA and TCAG with information necessary to meet regional programming and planning requirements.

3. To facilitate requests for federal, state, and regional funds for capital and operating purposes through development of a comprehensive Capital Improvement and Financial Plan.

4. To serve as a contributing document that supports the development of TCAG's Regional Transit Systems Plan and promotes regional connectivity.

5. To develop Key Performance Indicators (KPIs) and targets that will be used to evaluate the operator's effectiveness as part of the TCAG Triennial Performance Audit of the operator, including resolution of unmet transit needs.

6. To include all statutorily required elements for a short-range transit plan.

B. Proposed Project Tasks

As stated above, the CITY requests that the Proposer suggest changes to the scope of work to achieve the CITY's stated Project Objectives. Provide a detailed budget and schedule for the following tasks and subtasks:

1. Public Outreach and Coordination

a. The Proposer must ensure that the public is included in the planning process. To ensure equity, diversity, and inclusion, FTA's Title VI Circular requirements pertaining to public outreach must be followed rigorously.

b. The project will require work with City staff, and the operations contractor. On-Site work will include on-board surveys of transit riders and at least one (1) meeting with operations contract staff to obtain feedback and suggestions regarding current operations. The survey will be developed with the intent of identifying rider demographics, travel patterns, rider preferences, and top trip generators for transit.

c. A minimum of three (3) presentations to CITY Council are anticipated: one (1) to present results of the initial system evaluation; one (1) to present the preliminary SRTP; and one (1) to present the final plan which should include a more efficient redesigned system with a combination of Fixed Route and Micro Transit or Flex vehicles.

d. Conduct at least four (4) public outreach meetings to obtain feedback regarding system needs and present proposed changes to future service. At least one (1) meeting should be held at TCAG's Social Services Transportation Advisory Council (SSTAC) and at least one (1) meeting at the College of the Sequoias (COS).

2. Analysis

a. Conduct a critical review of local and regional fixed transit routes in the study area using ride check data, running schedule information, operating data, and financial records provided by Visalia Transit, and user and non-user travel characteristics provided by outreach efforts such as rider/community surveys and driver interviews.

b. Utilize data collected from on-demand micro transit operations to identify patterns including origin and destination points associated with high trip volumes. Propose effective micro transit staging locations or strategies based on results of analysis. This data should also be utilized to develop new fixed routes in places where demand is high enough to warrant scheduled service.

c. Examine revenue vehicle capacity utilization rates and total cost to operate (e.g. fuel/energy, insurance, maintenance, repairs) to propose appropriate vehicle types and sizes for fixed routes and demand-response service.

d. Evaluate all ongoing and upcoming transit capital projects and recommendations, considering how they align with the objectives and recommendations of SRTP.

e. Consider and incorporate all ongoing and upcoming regional coordination efforts with local partnering agencies such as The Tulare County Association of Governments (TCAG), Tulare County Regional Transit Agency (TCRTA) and others directly related to the Cross Valley Corridor.

f. Evaluate the Operations and Maintenance contract and any impacts on pricing negotiations to be considered with system redesign.

See Exhibit D Visalia Transit Fleet sheet to incorporate into project proposals

3. Draft and Final Report

a. Produce a draft plan incorporating all the above-described elements.

b. The complete SRTP/Reimagine Study should include all key elements as defined by the Federal Transit Administration (FTA). Those mandatory elements include but are not limited to operational data, service plans, budgets, system assessment, needs assessment, financial plan, public involvement, performance measures, and scenario plan.

Following delivery to CITY staff and presentation to Council, consultants will work with staff to produce a revised study document that addresses any feedback received on the initial draft. The revised document will be presented to Council for adoption.

Exhibit D Visalia Transit Fleet

VISALIA TRANSIT VEHICLES

Buses

1. Fixed Route

Fleet #	Fixed Asset #	plate	VIN	License Plate	Manufacture Year	Bus Make	Bus Model	Engine Model Year	Engine Manufacturer	Engine Model	Engine Family Name	Displacement (L)	Fuel Type	Chassis (if Applicable)	Date In-Service	Status	Retired Date	Purchase Price	Fed %	Grant #	Tile Holder	Mode	Bus Type	Useful Life	Condition	Low NOx Certificate Standard (g/hp-hr)
1301	F13259		15GGD271XD1183073	1387652	2013	Gillig	BRT LOWFLOOR	2013	Cummins	ISL G	DCEXH0540LBG	8.9	CNG		05/13/2013	Active		$ 499,715	88.53%	CA-95-X200	City of Visalia	ROUTE	Standard	2025	Good	0.02
1302	F13260		15GGD2711D1183074	1387655	2013	Gillig	BRT LOWFLOOR	2013	Cummins	ISL G	DCEXH0540LBG	8.9	CNG		05/13/2013	Active		$ 499,715	88.53%	CA-95-X183	City of Visalia	ROUTE	Standard	2025	Good	0.02
1303	F13261		15GGD2713D1183075	1387654	2013	Gillig	BRT LOWFLOOR	2013	Cummins	ISL G	DCEXH0540LBG	8.9	CNG		05/13/2013	Active		$ 499,715	88.53%	CA-95-X183	City of Visalia	ROUTE	Standard	2025	Good	0.02
1304	F13262		15GGD2715D1183076	1387653	2013	Gillig	BRT LOWFLOOR	2013	Cummins	ISL G	DCEXH0540LBG	8.9	CNG		05/13/2013	Active		$ 499,715	88.53%	CA-95-X183	City of Visalia	ROUTE	Standard	2025	Good	0.02
1601	F14793		15GGD2718G1187630	1414507	2016	Gillig	BRT LOWFLOOR	2016	Cummins	ISL G	GCEXH0540LBI	8.9	CNG		08/09/2016	Active		$ 553,013	88.53%	CA-95-X333	City of Visalia	ROUTE	Standard	2028	Good	0.02
1602	F14794		15GGD271XG1187631	1414508	2016	Gillig	BRT LOWFLOOR	2016	Cummins	ISL G	GCEXH0540LBI	8.9	CNG		08/09/2016	Active		$ 553,013	88.53%	CA-95-X333	City of Visalia	ROUTE	Standard	2028	Good	0.02
1603	F15026		15GGD2711G1187632	1414521	2016	Gillig	BRT LOWFLOOR	2016	Cummins	ISL G	GCEXH0540LBI	8.9	CNG		12/12/2016	Active		$ 552,417	88.53%	CA-95-X333	City of Visalia	ROUTE	Standard	2028	Good	0.02
1604	F15027		15GGD2713G1187633	1414522	2016	Gillig	BRT LOWFLOOR	2016	Cummins	ISL G	GCEXH0540LBI	8.9	CNG		12/12/2016	Active		$ 552,417	88.53%	CA-95-X333	City of Visalia	ROUTE	Standard	2028	Good	0.02
1605	F15028		15GGD2715G1187634	1414519	2016	Gillig	BRT LOWFLOOR	2016	Cummins	ISL G	GCEXH0540LBI	8.9	CNG		12/12/2016	Active		$ 552,417	88.53%	CA-95-X333	City of Visalia	ROUTE	Standard	2028	Good	0.02
1606	F15029		15GGD2717G1187635	1414520	2016	Gillig	BRT LOWFLOOR	2016	Cummins	ISL G	GCEXH0540LBI	8.9	CNG		12/12/2016	Active		$ 552,417	88.53%	CA-95-X333	City of Visalia	ROUTE	Standard	2028	Good	0.02
1607	F15976		15GGD2719G1187636	1414523	2016	Gillig	BRT LOWFLOOR	2016	Cummins	ISL G	GCEXH0540LBI	8.9	CNG		12/12/2016	Active		$ 552,417	88.53%	CA-95-X333	City of Visalia	ROUTE	Standard	2028	Good	0.02
1801	F16196		1M9TH16J6JJL816252	1442465	2018	Proterra	CATALYST E2						Electricity		11/01/2018	Active		$ 894,965	80.00%	C-51034-A	City of Visalia	ROUTE	Standard	2030	Excellent	
1802	F16200		1M9TH16J1JJL816255	1442467	2018	Proterra	CATALYST E2						Electricity		11/01/2018	Active		$ 894,965	80.00%	C-51034-A	City of Visalia	ROUTE	Standard	2030	Excellent	
1803	F16201		1M9TH16J1JJL816257	1442466	2018	Proterra	CATALYST E2						Electricity		11/01/2018	Active		$ 894,965	80.00%	C-51034-A	City of Visalia	ROUTE	Standard	2030	Excellent	
2101	F17052		7JZTG12J9ML000413	1485752	2021	Proterra	CATALYST E2						Electricity		10/01/2021	Active		$ 899,499	88.53%	CA-2020-195	City of Visalia	ROUTE	Standard	2033	Excellent	
2102	F17053		7JZTG12J0ML000414	1485753	2021	Proterra	CATALYST E2						Electricity		10/01/2021	Active		$ 899,499	88.53%/85.00%	CA-2020-072	City of Visalia	ROUTE	Standard	2033	Excellent	
2103	F17054		7JZTG12J2ML000415	1485754	2021	Proterra	CATALYST E2						Electricity		10/01/2021	Active		$ 899,499	88.53%/85.00%	CA-2020-072	City of Visalia	ROUTE	Standard	2033	Excellent	
2104	F17055		7JZTG12J4ML000416	1485755	2021	Proterra	CATALYST E2						Electricity		10/01/2021	Active		$ 899,499	88.53%/85.00%	CA-2020-072	City of Visalia	ROUTE	Standard	2033	Excellent	
2301			5FYB8KJ02PF106730	1485843	2023	New Flyer	XE35						Electricity		12/01/2023	Active			85.00%	CA-2022-099	City of Visalia	ROUTE	Standard	2035	Excellent	
2302			5FYB8KJ04PF106731	1485844	2023	New Flyer	XE35						Electricity		12/02/2023	Active			85.00%	CA-2022-099	City of Visalia	ROUTE	Standard	2035	Excellent	
2401			15GGB2819R3199085	1606139	2024	Gillig	Low Floor						Electricity					$ 985,355	85.00%	CA-2022-187	City of Visalia	ROUTE	Standard	2036	Excellent	
2402			15GGB2810R3199086	1606140	2024	Gillig	Low Floor						Electricity					$ 985,355	88.53%	CA-2022-099	City of Visalia	ROUTE	Standard	2036	Excellent	
6267	F11437		1VHGF3W2886704161	1278510	2008	Orion	ORV	2008	Cummins	ISL G	BCEXH0540LBD	8.8	CNG		10/09/2008	Active		$ 441,370	80.00%	CA-90-Y473	City of Visalia	ROUTE	Standard	2020	Good	0.02
6268	F11433		1VHGF3W2286704270	1278511	2008	Orion	ORV	2008	Cummins	ISL G	BCEXH0540LBD	8.8	CNG		10/09/2008	Active		$ 441,370	80.00%	CA-90-Y473	City of Visalia	ROUTE	Standard	2020	Good	0.02
6269	F11432		1VHGF3W2486704271	1278512	2008	Orion	ORV	2008	Cummins	ISL G	BCEXH0540LBD	8.8	CNG		10/14/2008	Active		$ 441,370	80.00%	CA-90-Y473	City of Visalia	ROUTE	Standard	2020	Good	0.02
6270	F11434		1VHGF3W2986704279	1278513	2008	Orion	ORV	2008	Cummins	ISL G	BCEXH0540LBD	8.8	CNG		10/14/2008	Active		$ 441,370	80.00%	CA-90-Y473	City of Visalia	ROUTE	Standard	2020	Good	0.02
6271	F11436		1VHGF3W2586704280	1278514	2008	Orion	ORV	2008	Cummins	ISL G	BCEXH0540LBD	8.8	CNG		10/14/2008	Active		$ 441,370	80.00%	CA-90-Y473	City of Visalia	ROUTE	Standard	2020	Good	0.02
6272	F11435		1VHGF3W2086704283	1278515	2008	Orion	ORV	2008	Cummins	ISL G	BCEXH0540LBD	8.8	CNG		10/14/2008	Retired		$ 441,370	80.00%	CA-90-Y473	City of Visalia	ROUTE	Standard	2020	Good	0.02
6273	F11429		1VHGF3W2886704290	1278516	2008	Orion	ORV	2008	Cummins	ISL G	BCEXH0540LBD	8.8	CNG		10/14/2008	Active		$ 447,372	88.53%	CA-95-X039	City of Visalia	ROUTE	Standard	2020	Good	0.02
6274	F11428		1VHGF3W2X86704291	1278517	2008	Orion	ORV	2008	Cummins	ISL G	BCEXH0540LBD	8.8	CNG		11/17/2008	Active		$ 447,372	88.53%	CA-95-X039	City of Visalia	ROUTE	Standard	2020	Good	0.02
6276	F11431		1VHGF3W2286704298	1293273	2008	Orion	ORV	2008	Cummins	ISL G	BCEXH0540LBD	8.8	CNG		11/21/2008	Active		$ 447,372	88.53%	CA-95-X039	City of Visalia	ROUTE	Standard	2020	Good	0.02
6283	F12554		1VHGH3W20A6706065	1320149	2010	Orion	FXRB	2010	Cummins	ISL G	ACEXH0540LBD	8.9	CNG		03/25/2010	Active		$ 483,471	88.53%	CA-95-X046	City of Visalia	ROUTE	Standard	2022	Good	0.02
6284	F12555		1VHGH3W20A6706597	1320142	2010	Orion	FXRB	2010	Cummins	ISL G	ACEXH0540LBD	8.9	CNG		07/24/2010	Active		$ 483,471	88.53%	CA-95-X046	City of Visalia	ROUTE	Standard	2022	Good	0.02
6285	F12556		1VHGH3W26A6706622	1320141	2010	Orion	FXRB	2010	Cummins	ISL G	ACEXH0540LBD	8.9	CNG		06/04/2010	Active		$ 483,471	88.53%	CA-95-X046	City of Visalia	ROUTE	Standard	2022	Good	0.02
6286	F12557		1VHGH3W28A6706623	1320143	2010	Orion	FXRB	2010	Cummins	ISL G	ACEXH0540LBD	8.9	CNG		09/27/2010	Active		$ 483,471	88.53%	CA-95-X046	City of Visalia	ROUTE	Standard	2022	Good	0.02
6287	F12558		1VHGH3W29A6706121	1320140	2010	Orion	FXRB	2010	Cummins	ISL G	ACEXH0540LBD	8.9	CNG		04/23/2010	Active		$ 479,209	88.53%	CA-95-X046	City of Visalia	ROUTE	Standard	2022	Good	0.02
6288	F12559		1VHGH3W23A6706633	1320138	2010	Orion	FXRB	2010	Cummins	ISL G	ACEXH0540LBD	8.9	CNG		05/17/2010	Active		$ 479,209	88.53%	CA-95-X046	City of Visalia	ROUTE	Standard	2022	Good	0.02
6289	F12560		1VHGH3W25A6706634	1320139	2010	Orion	FXRB	2010	Cummins	ISL G	ACEXH0540LBD	8.9	CNG		05/25/2010	Active		$ 479,209	88.53%	CA-95-X046	City of Visalia	ROUTE	Standard	2022	Good	0.02

2. Dial-a-Ride

Fleet #	Fixed Asset #		VIN	License Plate	Manufacture Year	Bus Make	Bus Model	Engine Model Year	Engine Manufacturer	Engine Model	Engine Family Name	Displacement (L)	Fuel Type	Chassis (if Applicable)	Date In-Service	Status	Retired Date	Purchase Price	Fed %	Grant #	Tile Holder	Mode	Bus Type	Useful Life	Condition	Low NOx Certificate Standard (g/hp-hr)
1101	F12561		1FDFE4FS4BDA68529	1374759	2011	Elkhart Coach	Elkhart Coach	2011	Ford	V10	BFMXF0265NAT	6.8	CNG	Ford	08/29/2011	Active		$ 133,191	100.00%	CA-95-X152	City of Visalia	DAR	Cutaway	2018	Good	
1102	F12562		1FDFE4FS0BDA68527	1374707	2011	Elkhart Coach	Elkhart Coach	2011	Ford	V10	BFMXF0265NAT	6.8	CNG	Ford	08/29/2011	Active		$ 133,191	100.00%	CA-95-X152	City of Visalia	DAR	Cutaway	2018	Good	
1103	F12563		1FDFE4FS2BDA72725	1374762	2011	Elkhart Coach	Elkhart Coach	2011	Ford	V10	BFMXF0265NAT	6.8	CNG	Ford	08/29/2011	Active		$ 133,191	100.00%	CA-95-X152	City of Visalia	DAR	Cutaway	2018	Good	
1104	F12564		1FDFE4FS2BDA68528	1374758	2011	Elkhart Coach	Elkhart Coach	2011	Ford	V10	BFMXF0265NAT	6.8	CNG	Ford	08/29/2011	Active		$ 133,191	100.00%	CA-95-X152	City of Visalia	DAR	Cutaway	2018	Good	
1105	F12565		1FDFE4FS9BDA68526	1374760	2011	Elkhart Coach	Elkhart Coach	2011	Ford	V10	BFMXF0265NAT	6.8	CNG	Ford	08/29/2011	Active		$ 133,191	100.00%	CA-95-X152	City of Visalia	DAR	Cutaway	2018	Good	
1106	F12566		1FDFE4FS0BDA68530	1374761	2011	Elkhart Coach	Elkhart Coach	2011	Ford	V10	BFMXF0265NAT	6.8	CNG	Ford	08/29/2011	Active		$ 133,191	100.00%	CA-95-X152	City of Visalia	DAR	Cutaway	2018	Good	
1950	F16173		1FDEE4F66JDC41819	1559613	2018	Starcraft	Allstar	2018	Ford	V10	JFMXF0265NAT	6.8	CNG	Ford	03/11/2019	Active		$ 143,770	80.00%	CA-2018-143	City of Visalia	DAR	Cutaway	2026	Good	
1951	F16174		1FDEE4F64JDC41821	1559611	2018	Starcraft	Allstar	2018	Ford	V10	JFMXF0265NAT	6.8	CNG	Ford	03/11/2019	Active		$ 143,770	80.00%	CA-2018-143	City of Visalia	DAR	Cutaway	2026	Good	
1952	F16175		1FDEE4F66JDC41822	1559612	2018	Starcraft	Allstar	2018	Ford	V10	JFMXF0265NAT	6.8	CNG	Ford	03/11/2019	Active		$ 143,770	80.00%	CA-2018-143	City of Visalia	DAR	Cutaway	2026	Good	
1953	F16176		1FDEE4F65JDC41827	1559614	2018	Starcraft	Allstar	2018	Ford	V10	JFMXF0265NAT	6.8	CNG	Ford	03/11/2019	Active		$ 143,770	80.00%	CA-2018-143	City of Visalia	DAR	Cutaway	2026	Good	
6282	F11616		1FD4E45S38DA18545	1326576	2008	Starcraft	Allstar	2008	Ford	V10	8FMXE0265GAT	6.8	CNG	Ford	12/01/2008	Retired	12/31/2020	$ 99,257	88.53%	CA-95-X039	City of Visalia	DAR	Cutaway	2015	Good	

3. Trolley

Fleet #	Fixed Asset #		VIN	License Plate	Manufacture Year	Bus Make	Bus Model	Engine Model Year	Engine Manufacturer	Engine Model	Engine Family Name	Displacement (L)	Fuel Type	Chassis (if Applicable)	Date In-Service	Status	Retired Date	Purchase Price	Fed %	Grant #	Tile Holder	Mode	Bus Type	Useful Life	Condition	Low NOx Certificate Standard (g/hp-hr)
1874	F13257		1F66F5DY6D0A04780	1405513	2013	Supreme	CLASSIC TROLLY	2013	Ford	V10	DFMXF0265NAT	6.8	CNG		08/21/2013	Active		$ 216,580	83.00%	CA-58-0010	City of Visalia	TROLLEY	Standard	2025	Good	
1829	F13764		1F66F5DY4D0A13395	1405452	2013	Supreme	CLASSIC TROLLY	2013	Ford	V10	DFMXF0265NAT	6.8	CNG		08/21/2013	Active		$ 214,467	83.00%	CA-58-0010	City of Visalia	TROLLEY	Standard	2025	Good	

4. Sequoia Shuttle

Fleet #	Fixed Asset #		VIN	License Plate	Manufacture Year	Bus Make	Bus Model	Engine Model Year	Engine Manufacturer	Engine Model	Engine Family Name	Displacement (L)	Fuel Type	Chassis (if Applicable)	Date In-Service	Status	Retired Date	Purchase Price	Fed %	Grant #	Tile Holder	Mode	Bus Type	Useful Life	Condition	Low NOx Certificate Standard (g/hp-hr)
106	F10572		1FGXE45S57DA83621	1253475	2007	Starcraft	Allstar	2007	Ford	V10	7FMXH06.8AS4	6.8	Gasoline	Ford	03/09/2007	Active		$ 73,118	88.53%	CA-20-X001	City of Visalia	SEKI	Cutaway	2014	Good	
107	F10573		1FGXE45S37DA88235	1253474	2007	Starcraft	Allstar	2007	Ford	V10	7FMXH06.8AS4	6.8	Gasoline	Ford	03/09/2007	Active		$ 73,118	88.53%	CA-20-X001	City of Visalia	SEKI	Cutaway	2014	Good	
108	F10574		1FGXE45S77DA88237	1253477	2007	Starcraft	Allstar	2007	Ford	V10	7FMXH06.8AS4	6.8	Gasoline	Ford	03/09/2007	Active		$ 73,118	88.53%	CA-20-X001	City of Visalia	SEKI	Cutaway	2014	Good	
109	F10575		1FGXE45S87DA88246	1253472	2007	Starcraft	Allstar	2007	Ford	V10	7FMXH06.8AS4	6.8	Gasoline	Ford	03/09/2007	Active		$ 73,118	88.53%	CA-20-X001	City of Visalia	SEKI	Cutaway	2014	Good	
110	F10576		1FGXE45SX7DA88250	1253470	2007	Starcraft	Allstar	2007	Ford	V10	7FMXH06.8AS4	6.8	Gasoline	Ford	03/09/2007	Active		$ 73,118	88.53%	CA-20-X001	City of Visalia	SEKI	Cutaway	2014	Good	
111	F10577		1FGXE45SX7DA88247	1253471	2007	Starcraft	Allstar	2007	Ford	V10	7FMXH06.8AS4	6.8	Gasoline	Ford	03/09/2007	Active		$ 73,118	0.00%	Non-FTA Funded	City of Visalia	SEKI	Cutaway	2014	Good	
112	F10578		1FGXE45S57DA88236	1253473	2007	Starcraft	Allstar	2007	Ford	V10	7FMXH06.8AS4	6.8	Gasoline	Ford	03/09/2007	Active		$ 73,118	0.00%	Non-FTA Funded	City of Visalia	SEKI	Cutaway	2014	Good	
113	F10579		1FGXE45S47DA88261	1253469	2007	Starcraft	Allstar	2007	Ford	V10	7FMXH06.8AS4	6.8	Gasoline	Ford	03/09/2007	Active		$ 73,118	0.00%	Non-FTA Funded	City of Visalia	SEKI	Cutaway	2014	Good	
114	F11419		1FD4E45S38DB13638	1312562	2008	Starcraft	Allstar	2008	Ford	V10	8FMXH06.8AS4	6.8	Gasoline	Ford	07/11/2008	Active		$ 69,047	88.53%	CA-90Y335	City of Visalia	SEKI	Cutaway	2015	Good	
115	F11421		1FD4E45S58DB13639	1312563	2008	Starcraft	Allstar	2008	Ford	V10	8FMXH06.8AS4	6.8	Gasoline	Ford	07/03/2008	Active		$ 69,047	88.53%	CA-90Y335	City of Visalia	SEKI	Cutaway	2015	Good	
116	F11819		1FD4E45SX8DB60164	1339349	2008	Starcraft	Allstar	2009	Ford	V10	9FMXE06.8AFA	6.8	Gasoline	Ford	09/22/2009	Active		$ 73,137	100.00%	CA-20-X003	City of Visalia	SEKI	Cutaway	2016	Good	
117	F11820		1FD4E45S98DB60172	1345183	2008	Starcraft	Allstar	2009	Ford	V10	9FMXE06.8AFA	6.8	Gasoline	Ford	09/22/2009	Active		$ 73,137	100.00%	CA-20-X003	City of Visalia	SEKI	Cutaway	2016	Good	
118	F13255		1FDFE4FS7DDA59584	1407564	2013	Elkhart Coach	Elkhart Coach	2013	Ford	V10	DFMXE06.8AFA	6.8	Gasoline	Ford	04/17/2013	Active		$ 88,958	100.00%	CA-20-X011	City of Visalia	SEKI	Cutaway	2020	Good	
119	F13256		1FDFE4FS5DDA59583	1407563	2013	Elkhart Coach	Elkhart Coach	2013	Ford	V10	DFMXE06.8AFA	6.8	Gasoline	Ford	04/17/2013	Active		$ 88,958	100.00%	CA-20-X011	City of Visalia	SEKI	Cutaway	2020	Good	
120	F14495		1FDFE4FS5FDA17739	1473302	2015	Starcraft	Allstar	2014	Ford	V10	EFMXE06.8AFA	6.8	Gasoline	Ford	05/01/2015	Active			0.00%	Non-FTA Funded	City of Visalia	SEKI	Cutaway	2022	Good	
121	F15022		1FDXE45577DA91722	1258808	2007	Glaval	Glaval	2007	Ford	V10	7FMXH06.8BST	6.8	Gasoline	Ford	07/26/2016	Active		$ 2,500	0.00%	Non-FTA Funded	City of Visalia	SEKI	Cutaway	2023		
122	F15025		1FDXE45S07DA91724	1258810	2007	Glaval	Glaval	2007	Ford	V10	7FMXH06.8BST	6.8	Gasoline	Ford	07/26/2016	Active		$ 2,500	0.00%	Non-FTA Funded	City of Visalia	SEKI	Cutaway	2023		
123	F15024		1FDXE45S27DA91725	1258811	2007	Glaval	Glaval	2007	Ford	V10	7FMXH06.8BST	6.8	Gasoline	Ford	07/26/2016	Active		$ 1,000	0.00%	Non-FTA Funded	City of Visalia	SEKI	Cutaway	2023		
124	F15023		1FDXE45S37DA87909	1258814	2007	Glaval	Glaval	2007	Ford	V10	7FMXH06.8BST	6.8	Gasoline	Ford	07/26/2016	Active		$ 1,000	0.00%	Non-FTA Funded	City of Visalia	SEKI	Cutaway	2023		
1201	F12887		15GGB301XC1179190	1368750	2012	Gillig	BRT LOWFLOOR	2012	Cummins	ISB	CCEXH0408BAN	6.7	Diesel Hybrid		03/26/2012	Active		$ 646,763	80.00%	CA-58-0010	City of Visalia	SEKI	Standard	2024	Good	

1202	F12886		15GGB3011C1179191	1368755	2012	Gillig	BRT LOWFLOOR	2012	Cummins	ISB	CCEXH0408BAN	6.7	Diesel Hybrid		03/26/2012	Active		$ 646,763	80.00%	CA-58-0010	City of Visalia	SEKI	Standard	2024	Good	
1203	F12885		15GGB3013C1179192	1368754	2012	Gillig	BRT LOWFLOOR	2012	Cummins	ISB	CCEXH0408BAN	6.7	Diesel Hybrid		03/26/2012	Active		$ 646,763	80.00%	CA-58-0010	City of Visalia	SEKI	Standard	2024	Good	
1204	F12884		15GGB3015C1179193	1368753	2012	Gillig	BRT LOWFLOOR	2012	Cummins	ISB	CCEXH0408BAN	6.7	Diesel Hybrid		03/26/2012	Active		$ 646,763	80.00%	CA-20-X009	City of Visalia	SEKI	Standard	2024	Good	
1205	F12883		15GGE3010C1092356	1368751	2012	Gillig	BRT LOWFLOOR	2012	Cummins	ISB	CCEXH0408BAN	6.7	Diesel Hybrid		03/26/2012	Active		$ 633,741	80.00%	CA-58-0010	City of Visalia	SEKI	Standard	2024	Good	
1206	F12882		15GGE3012C1092357	1368752	2012	Gillig	BRT LOWFLOOR	2012	Cummins	ISB	CCEXH0408BAN	6.7	Diesel Hybrid		03/26/2012	Active		$ 633,741	80.00%	CA-58-0010	City of Visalia	SEKI	Standard	2024	Good	
1820	F15236		15GGE3019J3093295	1442456	2018	Gillig	BRT LOWFLOOR	2018	Cummins	B6.7	JCEXH0408BAV	6.7	Diesel Hybrid		05/21/2018	Active		$ 736,808	0.00%	NPS Capital	City of Visalia	SEKI	Standard	2030	Excellent	
1821	F15233		15GGE3010J3093296	1442457	2018	Gillig	BRT LOWFLOOR	2018	Cummins	B6.7	JCEXH0408BAV	6.7	Diesel Hybrid		05/21/2018	Active		$ 736,808	0.00%	NPS Capital	City of Visalia	SEKI	Standard	2030	Excellent	

5. V-LINE

Fleet #	Fixed Asset #		VIN	License Plate	Manufacture Year	Bus Make	Bus Model	Engine Model Year	Engine Manufacturer	Engine Model	Engine Family Name	Displacement (L)	Fuel Type	Chassis (if Applicable)	Date In-Service	Status	Retired Date	Purchase Price	Fed %	Grant #	Tile Holder	Mode	Bus Type	Useful Life	Condition	Low NOx Certificate Standard (g/hp-hr)
1501	F14688		1FDFE4FS4GDC05487	1473632	2016	Strarcraft	Allstar	2016	Ford	V10	GFMXF0265NAT	6.8	CNG	Ford	11/18/2015	Active		$ 123,615	80.00%	64CC15-00342	City of Visalia	V-LINE	Cutaway	2022	Good	
1502	F14686		1FDFE4FS0GDC05487	1473630	2016	Strarcraft	Allstar	2016	Ford	V10	GFMXF0265NAT	6.8	CNG	Ford	11/18/2015	Active		$ 123,615	80.00%	64CC15-00342	City of Visalia	V-LINE	Cutaway	2022	Good	
1503	F14687		1FDFE4FS2GDC05488	1473631	2016	Strarcraft	Allstar	2016	Ford	V10	GFMXF0265NAT	6.8	CNG	Ford	11/18/2015	Active		$ 123,615	80.00%	64CC15-00342	City of Visalia	V-LINE	Cutaway	2022	Good	
1930	F16438		15GGD3116K3194118	1442508	2019	Gillig	BRT LOWFLOOR	2019	Cummins	L9N	KCEXH0540LBM	8.9	CNG		10/14/2019	Active		$ 656,939	0.00%	CA-2019-135	City of Visalia	V-LINE	Standard	2031	Good	0.02
1931	F16439		15GGD3118K3194119	1442509	2019	Gillig	BRT LOWFLOOR	2019	Cummins	L9N	KCEXH0540LBM	8.9	CNG		10/14/2019	Active		$ 656,939	0.00%	CA-2019-135	City of Visalia	V-LINE	Standard	2031	Good	0.02

6. LOOP Buses

Fleet #	Fixed Asset #		VIN	License Plate	Manufacture Year	Bus Make	Bus Model	Engine Model Year	Engine Manufacturer	Engine Model	Engine Family Name	Displacement (L)	Fuel Type	Chassis (if Applicable)	Date In-Service	Status	Retired Date	Purchase Price	Fed %	Grant #	Tile Holder	Mode	Bus Type	Useful Life	Condition	Low NOx Certificate Standard (g/hp-hr)
6278	F11621?		1FD4E45S58DA18529	1320437	2008	Strarcraft	Allstar	2008	Ford	V10	8FMXE0265GAT	6.8	CNG	Ford	11/21/2008	Active		$ 99,257	88.53%	CA-95-X039	City of Visalia	DAR	Cutaway	2015	Good	

Revenue Vehicles

Fleet #	Fixed Asset #	VIN	License Plate	Manufacture Year	Make	Model	Fuel Type	Date In-Service	Status	Retired Date	Purchase Price	Fed %	Grant #	Mode	Useful Life	Condition	# of Seats	GVWR (lbs.)	Odometer Reading (mi.)	Odometer Reading Date
MV1		57WMD1B67EM100041		2015	Mobility Ventures	MV1	CNG	03/24/2015	Active		$ 60,918	100.00%	CA-58-0010	Supervisor/Revenue	7	Good	5			
MV2		57WMD1B61EM100035		2015	Mobility Ventures	MV1	CNG	03/24/2015	Active		$ 60,918	100.00%	CA-58-0010	Supervisor/Revenue	7	Good	5			
UT		1FDAX4HR3AEA09043		2010	Ford	F-450	Deisel	09/08/2010	Active		$ 50,633	100.00%	CA-20-X003	SEKI Service Truck	7	Good	3			
				2002	Chevy	S-10								Service Truck Parts						

Equipment ID assigned by Fleet

VEHICLE	PURPOSE	EQUIP. ID
PRIUS CAR	TRANSIT	223208
N/A	GENERAL ALLOCATION (EVERY DIVISION HAS AN ALLOCATION NUMBER)	415000
FORD TRUCK	SERVICE TRUCK (USED AT PARK DURING SEASON)	415002
TAHOE SUV	TRANSIT	415004
FORD TRUCK	TRANSIT BUILDING MAINTENANCE	415006
IONIQ CAR	OUTREACH COORDINATOR	415007

VISALIA TRANSIT VEHICLES

Sequoia Shuttle Trailers

FLEET #	VEH YEAR	SVC Date PURCHASE DATE	STATUS	MAKE / MODEL	FAMILY	VIN NUMBER	Vin Actual	PLATE Y/N	LICENSE #	PURCHASE PRICE:	Action	Current Location	Useful Life	Condition	Notes
V-1	**2006**			**FORIV TRAILER**	**4x4**	TWDH226P194971	4X4TWDH226P194971	1322773	**1322773**	$ 18,500.00		Park			
V-2	**2006**			**FORIV TRAILER**	**4x4**	TWDH296P194563	4X4TWDH296P194563	1322773	**1322772**	$ 18,500.00		Park			Frame/body twisted. Next Replacement
V-3	**2006**			**FORIV TRAILER**	**4x4**	TWDH286P100374	4X4TWDH296P100374	1322773	**1322775**	$ 18,500.00		Park			
V-5	**2006**			**FORIV TRAILER**	**4x4**	TWDH296P194658	4X4TWDH296P194658	1322773	**1322776**	$ 18,500.00		Park			
V-7	**2006**			**FORIV TRAILER**	**4x4**	TCKH275P094067	4X4TCKH275P094067	1322773	**1322771**	$ 18,500.00		Park			
V-8	**2006**			**FORIV TRAILER**	**4x4**	TWDH276P194626	4X4TWDH276P194626	1322773	**1322777**	$ 18,500.00		Park			Next Replacement
V-9	**2006**			**FORIV TRAILER**	**4x4**	TSMH2060C008704	4X4TSMH206C008704	1322773	**1344525**	$ 3,995.00		Park			
V-10	**2006**		Retire	**FORIV TRAILER**	**4x4**	TSMH275JC14843	4X4TSMH275J014848	1344524	**175145**	$ 3,995.00		Cain Yard		Dispose	Flooring beyond repair. Can't be sold (FEMA)
V-11	**2006**			**FORIV TRAILER**	**4x4**	TWDH236P194655	4X4TWDH236P194655	1322773	**1344526**	$ 3,995.00		Cain Yard			
V-12	**2006**			**FORIV TRAILER**	**4x4**	TWDH216P194847	4X4TWDH216P194847	1344523	**1233184**	$ 3,995.00		Park			
V-14	**2005**			**Wildwood**	**4x4**	4X4TSMX245C007152	1ED1H2628X1578374	N/A	**1414532**	$ 13,272.60		Cain Yard			
V-17	2006			SUMMIT		4XTTN222X6C764923	N/A	N/A	148783			Cain Yard			
V-18	2021	01/28/2022		Dutchman Kodiak 227BH		4YDT22720MJ970552	1NL1G2728M3043325	1485782	1485781	$ 30,089.72		Park		NEW	
V-19	2021	01/28/2022		Gulf Stream Enlighten 25BH		1NL1G2728M3043325	4YDT22720MJ970552	1485781	1485782	$ 26,081.14		Park		NEW	

			SVC Date						
	FLEET #	VEH YEAR	PURCHASE DATE	STATUS	MAKE / MODEL	FAMILY	Vin Actual	PLATE Y/N	LICENSE #
Auction	V-15	**1999**		Retire	**FORIV TRAILER**	**4x4**	4X4TSMX245C007152	N/A	**1414534**
Auction	V-6	**2006**		Retire	**FORIV TRAILER**	**4x4**	4X4TWDH266P195069	1322815	**1322815**
Auction	V-13	**2006**		Retire	**FORIV TRAILER**	**4x4**	4X4TSMH2061016524	N/A	**1344527**
Auction	V-16	**2005**		Retire	**FLEETWOOD PEGAS**		4CF2R292951500406	N/A	**1414533**
Auction	V-4	**2006**			**FORIV TRAILER**	**4x4**	4X4TSMH206JO16524	1322774	**1322774**

	Fleet #	Fixed Asset #	plate	VIN	License Plate	Manufacture Year	Bus Make	Bus Model	Engine Model Year	Engine Manufacturer	Engine Model	Engine Family Name	Displacement (L)	Fuel Type	Useful Life	Condition	Low NOx Certificate Standard (g/hp-hr)	Low NOx Executive Order Number	Length (ft.)	# of Seats	GVWR (lbs.)	Odometer Reading (mi.)	Odometer Reading Date
auction	6292	F15019		1VAGF3W2896704808	1290921	2009	Orion	FXRB	2009	Cummins	ISL G	EXH0540L	8.9	CNG	#REF!	Good	0.02	A-021-0492	35	33	42,540	592,042	11/01/2022
auction	6293	F15018		1VHGF3W2X96704809	1290923	2009	Orion	FXRB	2009	Cummins	ISL G	EXH0540L	8.9	CNG	#REF!	Good	0.02	A-021-0492	35	33	42,540	599,182	11/01/2022
auction	6260	F10198		1VHGF3L2866702489	1233418	2006	Orion	ORV	2006	John Deere	POWERTECH 8.1	DXH08.10	8.1	CNG	#REF!	Good			35	33	42,540	489,890	05/31/2021
auction	6261	F10200		1VHGF3L2466702490	1233419	2006	Orion	ORV	2006	John Deere	POWERTECH 8.1	DXH08.10	8.1	CNG	#REF!	Good			35	33	42,540	227,588	05/31/2021
auction	6262	F10202		1VHGF3L2766702502	1233420	2006	Orion	ORV	2006	John Deere	POWERTECH 8.1	DXH08.10	8.1	CNG	#REF!	Good			35	33	42,540	488,519	06/23/2021
auction	6265	F10209		1VHGF3L2866702511	1233423	2006	Orion	ORV	2006	John Deere	POWERTECH 8.1	DXH08.10	8.1	CNG	#REF!	Good			35	33	42,540	208,518	05/31/2021
auction	6266	F10211		1VHGF3L2366702514	1233424	2006	Orion	ORV	2006	John Deere	POWERTECH 8.1	DXH08.10	8.1	CNG	#REF!	Good			35	33	42,540	306,979	05/31/2021
auction	1853	F10963		4UZAACB338CZ86222	1263939	2008	Freightline	STARTRAN	2008	Cummins	B GAS PLUS	EXH0359B	5.9	CNG	#REF!	Good			22	32	25,500	57,070	05/31/2021
auction	1858	F10965		4UZAACB318CZ86221	1263938	2008	Freightline	STARTRAN	2008	Cummins	B GAS PLUS	EXH0359B	5.9	CNG	#REF!	Good			22	32	25,500	62,683	05/31/2021
auction	1860	F10964		4UZAACB358CZ86223	1263940	2008	Freightline	STARTRAN	2008	Cummins	B GAS PLUS	EXH0359B	5.9	CNG	#REF!	Good			22	32	25,500	60,652	05/31/2021
auction	6257	F07698		15GGB201041073181	416227	2004	Gillig	LOW FLOO	2004	DETROIT	S50	DXH08.5F	8.5	Diesel	#REF!	Good			35	31	39,500	460,462	11/01/2022
auction	6258	F07699		15GGB201241073182	416228	2004	Gillig	LOW FLOO	2004	DETROIT	S50	DXH08.5F	8.5	Diesel	#REF!	Good			35	31	39,500	577,109	11/01/2022
auction	6259	F07697		15GGB201441073183	416229	2004	Gillig	LOW FLOO	2004	DETROIT	S50	DXH08.5F	8.5	Diesel	#REF!	Good			35	31	39,500	489,622	11/01/2022
auction	6277	F11621		1FD4E45S78DA18533	1320437	2008	Strarcraft	Allstar	2008	Ford	V10	MXE0265C	6.8	CNG	#REF!	Good			23	18	22,000	159,711	11/01/2022

PROFESSIONAL SERVICES AGREEMENT
FOR
Short Range Transit Plan/Reimagine Study

This Agreement, entered into this _____ day of _____, 20____, by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

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

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

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

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

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

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 "C" - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of Consultant's Notice to Proceed following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", 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, as payment in full, a sum not to exceed _____ dollars ($). 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".

B. Payment of Compensation: The CONSULTANT shall be compensated according to the progress payment schedule set forth in Exhibit "D" upon completion of percentage of each noted phase. 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 Transit 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: _____ shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

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

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

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

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

2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (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 subconsultants, 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 subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant 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. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. INDEMNIFICATION AND INSURANCE

A. As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONSULTANT's negligent acts, errors or omissions 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.

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

C. 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, defense costs, liability, or consequential damages 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.

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. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, 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.

XIII. 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.

XIV. MISCELLANEOUS PROVISIONS

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

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

C. 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.

D. 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
_____
_____
Attention: _____
Phone:
Email:

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 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.

F. 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.

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. 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.

I. 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.

J. 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.

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

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

M. Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions

imposed under state law. 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.

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	Exhibit A Scope of Work
Attachment 2	Exhibit B Project Fees
Attachment 3	Exhibit C Request for Proposal
Attachment 4	Additional Clauses and assurances
Attachment 5	Contractor Proposal

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

CITY OF VISALIA

_____

City Manager Date

Approved as to Form

_____

City Attorney Date

_____

Risk Manager Date

_____

Project Manager Date

CONSULTANT

_____

Date

Attachment 1
– Exhibit A

SRTP/Reimagine Study - Scope of Work

Background

Initiated by the City of Visalia in 1981 and rebranded in 2010, Visalia Transit (VT) public transit system provides fixed-route and demand-response transit services within the Visalia Urbanized Area. An estimated population of 146,000 resides in VT's 40 square mile service area.

The CITY finances VT through a combination of fare revenues, Transportation Development Act (sales tax) allocations, and Federal Transit Administration (FTA) Section 5307 funds. A portion of the funding is contributed by the County of Tulare under a contract for the provision of VT service to county residents residing within the city's urbanized area.

The VT fixed-route service consists of 13 routes. Operating hours are approximately 6:00 a.m. to 9:30 p.m., Monday through Friday, excluding holidays; 8:00 a.m. to 6:30 p.m. on weekends. Twenty-six buses are operated during base level service. Our fixed route services cover three cities (Visalia, Farmerville, Exeter) and surrounding rural communities. This schedule results in an annual total of about 113,680 vehicle revenue hours and 1,615,500 vehicle revenue miles.

The traditional demand-response service, referred to as Dial-a-Ride, operates with approximately five vehicles, during the same days and hours as the fixed route service. Dial-a-Ride is available to any member of the public, but its priority is to provide complementary paratransit service as called for in the Americans with Disabilities Act (ADA). Existing marketing, fare structure, and operating policies encourage transit patrons to use the fixed routes as the primary service.

The Sequoia Shuttle operates from Visalia to the Sequoia National Park, seven days a week, between the Thursday before Memorial Day weekend through early September. Operating hours are approximately from 6:00 a.m. to 6:30 p.m. More information is available online at www.SequoiaShuttle.com.

The Visalia V-Line operates 7 days a week to and from Fresno Yosemite International Airport (FAT) and California State University (CSU), Fresno for students and travelers. The route also serves the Visalia Municipal Airport and Courthouse Park in downtown Fresno.

The newest VT service is an on-demand micro transit pilot called Visalia Connect. Visalia Connect operates 7 days a week, with the same hours as Fixed Route and DAR services.

Since the emergence of the covid pandemic earlier in this decade, transit agencies nationwide have seen dramatic shifts in travel patterns, demand, and rider behavior. With ridership still hovering between 50 and 60% of 2019 levels, there is a need for the system to be reinvigorated and "reimagined". Visalia Transit launched Visalia Connect, the new micro transit service, in June 2025 and is already seeing promising ridership

numbers. This suggests that micro transit will provide a valuable supplement to existing transit services, enabling a substantial reconfiguration of fixed routes to provide greater convenience and efficiency.

Staff fully expect to see a SRTP that comprehensively redesigns the Visalia Transit system to increase the convenience of riding transit, reduce travel times, concentrate fixed route services when and where they operate most efficiently, and employ micro transit to effectively fill spatial and temporal gaps in scheduled services.

The Visalia City Council is the policymaking body for the VT system. The CITY Transit Division administers, plans, markets, and monitors the transit system. An independent contractor provides maintenance and operating services. The CITY provides buses, radios, electronic fareboxes, video surveillance system, street furnishings, published information, passes, and transfers.

All vehicles are owned by the City of Visalia. Visalia Transit services are operated by RATP Dev USA. Vehicle maintenance is also performed by the contractor. Exhibit “D” provides a complete list of the transit vehicles owned by the CITY.

Introduction to Project Objectives

The City of Visalia is seeking proposals from qualified consultants for preparation of the 2026 Short Range Transit Plan/Reimagine Study. A thorough review of existing transit services, including a thorough analysis of data collected from the new micro transit pilot program, coupled with an in-depth analysis of travel demands and demographic characteristics, and input from the public and stakeholders, a solid body of knowledge will be developed in order to address project objectives including: the assessment of the current study area conditions; the development of a financially constrained and unconstrained plans for services; and identify and make recommendations for service efficiencies to fundamentally "reimagine" the Visalia Transit Fixed Route System is what Visalia Transit is seeking from this Short Range Transit Plan/Reimagine Study.

The Consultant shall perform all necessary tasks to provide the City with the 2026 SRTP/Reimagine Study. The project shall include, but not be limited to, updating goals and objectives, conducting analysis and evaluations, recommending and prioritizing options for expansion, updating the 5-year operations plan, updating the Capital Improvement Program and Financial Plan, as well as the preparation of draft and final Visalia Transit 2026 Short Range Transit Plan/Reimagine Study and executive summary to VT for adoption.

The CITY requests that the Proposer suggest changes to the scope of work (as a part of the proposal) to achieve the CITY's stated Project Objectives.

A. Project Objectives

The CITY's primary objective for this Agreement is to obtain professional assistance in the development of a Short-Range Transit Plan (SRTP) covering FYs 2026-2031, including assessment of existing and future public transit services to meet community needs; General Plan and regional connectivity; overall general financial estimates for recommended scenarios, and service delivery options.

In addition, to fulfill the requirements of the Tulare County Association of Governments (TCAG), the purpose of the SRTP also includes, but is not limited to, the following:

1. To propose specific recommendations for satisfying the long-range objectives of TCAG's Regional Transportation Plan/ Sustainable Communities Strategy and guide the provision of transit services in the region over the next five (5) years.

2. To serve as a management and policy document for the transit operator, as well as a means of providing FTA and TCAG with information necessary to meet regional programming and planning requirements.

3. To facilitate requests for federal, state, and regional funds for capital and operating purposes through development of a comprehensive Capital Improvement and Financial Plan.

4. To serve as a contributing document that supports the development of TCAG's Regional Transit Systems Plan and promotes regional connectivity.

5. To develop Key Performance Indicators (KPIs) and targets that will be used to evaluate the operator's effectiveness as part of the TCAG Triennial Performance Audit of the operator, including resolution of unmet transit needs.

5. To include all statutorily required elements for a short-range transit plan.

B. Proposed Project Tasks

As stated above, the CITY requests that the Proposer suggest changes to the scope of work to achieve the CITY's stated Project Objectives. Provide a detailed budget and schedule for the following tasks and subtasks:

1. Public Outreach and Coordination

a. The Proposer must ensure that the public is included in the planning process. To ensure equity, diversity, and inclusion, FTA's Title VI Circular requirements pertaining to public outreach must be followed rigorously.

b. The project will require work with City staff, and the operations contractor. On-Site work will include on-board surveys of transit riders and at least one (1) meeting with operations contract staff to obtain feedback and suggestions regarding current operations. The survey will be developed with the intent of identifying rider demographics, travel patterns, rider preferences, and top trip generators for transit.

c. A minimum of three (3) presentations to CITY Council are anticipated: one (1) to present results of the initial system evaluation; one (1) to present the preliminary SRTP; and one (1) to present the final plan which should include a more efficient redesigned system with a combination of Fixed Route and Micro Transit or Flex vehicles.

d. Conduct at least four (4) public outreach meetings to obtain feedback regarding system needs and present proposed changes to future service. At least one (1) meeting should be held at TCAG's Social Services Transportation Advisory Council (SSTAC) and at least one (1) meeting at the College of the Sequoias (COS).

2. Analysis

a. Conduct a critical review of local and regional fixed transit routes in the study area using ride check data, running schedule information, operating data, and financial records provided by Visalia Transit, and user and non-user travel characteristics provided by outreach efforts such as rider/community surveys and driver interviews.

b. Utilize data collected from on-demand micro transit operations to identify patterns including origin and destination points associated with high trip volumes. Propose effective micro transit staging locations or strategies based on results of analysis. This data should also be utilized to develop new fixed routes in places where demand is high enough to warrant scheduled service.

c. Examine revenue vehicle capacity utilization rates and total cost to operate (e.g. fuel/energy, insurance, maintenance, repairs) to propose appropriate vehicle types and sizes for fixed routes and demand response service.

d. Evaluate all ongoing and upcoming transit capital projects and recommendations, considering how they align with the objectives and recommendations of SRTP.

e. Consider and incorporate all ongoing and upcoming regional coordination efforts with local partnering agencies such as The Tulare County Association of Governments (TCAG), Tulare County Regional Transit Agency (TCRTA) and others directly related to the Cross Valley Corridor.

f. Evaluate the Operations and Maintenance contract and any impacts on pricing negotiations to be considered with system redesign.

See Exhibit D Visalia Transit Fleet sheet to incorporate into project proposals

3. Draft and Final Report

a. Produce a draft plan incorporating all the above-described elements.

b. The complete SRTP/Reimagine Study should include all key elements as defined by the Federal Transit Administration (FTA). Those mandatory elements include but are not limited to operational data, service plans, budgets, system assessment, needs assessment, financial plan, public involvement, performance measures, and scenario plan.

Following delivery to CITY staff and presentation to Council, consultants will work with staff to produce a revised study document that addresses any feedback received on the initial draft. The revised document will be presented to Council for adoption.

Project Cost Breakdown

The following tables provide an estimate of labor hours, labor costs and direct costs by project task, and the way in which these add up to a total estimated cost.

- The **labor rates are fully loaded** and include all anticipated labor costs.
- Direct costs are estimated to the best of our abilities. In practice, **the consultant team would only charge actual direct costs**, as justified by receipts and/or invoices.
- Total Cost: **$204,786.11**
- JWA contribution: $144,797.54 (71%); AMMA contribution: $59,988.57 (29%)
- Staff Standard hourly billing rates as of July 2025

	Staff name	Rate
JWA	Jarrett Walker	$312.32
	Manuel Soto	$200.53
	Álvaro Caviedes	$166.87
	Liz Marchalonis	$117.67
	Zach Tucker	$101.18
AMMA	Dennis Brooks	$153.07
	Andrea Breault	$135.26
	Elea Carey	$135
	Selena Barlow	$165

Task Title/ Deliverables	Cost by task
1. Overall Project Management	$28,273.13
2. Review Existing Conditions	$45,920.27
3. Community Outreach and Engagement	$48,861.13
4. Concept Networks	$31,949.92
5. Draft and Final Plan	$44,293.22
6. City Council Meetings	$5,488.44
Total Cost	**$204,786.11**

Detailed Project Cost - Part 1

Proposed Tasks		JWA			AMMA			Subtotal Cost for Task ($)
		Direct Costs	Subtotal (Hours)	Subtotal Labor ($)	Direct Costs	Subtotal (Hours)	Subtotal Labor ($)	
1. Overall Project Management	Kickoff Preparation		4	$ 667			$ -	
	Kick-off Meetings with staff, team		7	$ 1,215		8	$ 1,176.66	
	Refined project schedule and Asana		2	$ 334			$ -	
	Data request list		2	$ 334			$ -	
	On-going Team project management		25	$ 3,515			$ -	
	Monthly update internal meetings		18	$ 2,708		49	$ 7,081.62	
	Bi-weekly project team calls		44	$ 6,161		36	$ 5,079.96	
			102	**$ 14,935**		**93**	**$ 13,338**	**$ 28,273.13**
2. Review Existing Conditions	Data organization		18	$ 2,216			$ -	
	Replica license	$ 2,000.00		$ -			$ -	
	Analyze land use, demographics, replica data		32	$ 4,159			$ -	
	Analayze street connectivity and build environment		4	$ 471			$ -	
	Cartography existing network		28	$ 3,492			$ -	
	Field visit		8	$ 1,335			$ -	
	Analyze existing transit network		32	$ 4,159			$ -	
	Analyze existing Demand Response		12	$ 1,609		24	$ 3,388.72	
	Route profiles and service perf. Analysis		32	$ 4,490			$ -	
	Online maps - Data viewer		22	$ 2,687			$ -	
	Financial analysis		4	$ 735		15	$ 2,207.00	
	Draft Ex. Cond. & Choices Report		38	$ 5,621			$ -	
	Final Ex. Cond. & Choices Report		24	$ 3,871			$ -	
	Operations and Maintenance contract review		10	$ 1,938		11	$ 1,541.29	
		$ 2,000.00	**264**	**$ 36,783**		**50**	**$ 7,137**	**$ 45,920.27**
3. Community Outreach and Engagement	Community Engagement Plan		2	$ 334		16	$ 2,316.66	
	Project database & outreach to stakeholders and leaders		1	$ 167		16	$ 2,257.70	
	Stakehcider Workshop (1/2 day or eve with dinner)		24	$ 3,218		24	$ 3,445.08	
	On board survey x1		8	$ 941		20	$ 2,739.26	
	Online survey x 2		22	$ 2,884		12	$ 1,753.84	
	Public Outreach Meeting x4 (in person)		14	$ 1,844		24	$ 3,243.12	
	Analysis surveys x 2		22	$ 2,884			$ -	
	Summary Outreach Phases x 2		4	$ 667		28	$ 3,855.40	
	Webpage content		2	$ 334		8	$ 1,080.00	
	Trip 2: Community engagement phase 1 Concepts	$ 2,024.00	16	$ 2,276	$ 1,324.00	14	$ 1,998.42	
	Trip 3: Community engagement phase 2 Draft Plan	$ 1,162.00	16	$ 2,276	$ 1,324.00	16	$ 2,162.08	
	Stakehcider meals			$ -	$ 250.00		$ -	
	Printing stakeholder workshop	$ 100.00		$ -			$ -	
		$ 3,286.00	**131**	**$ 17,826**	**$ 2,898.00**	**178**	**$ 24,852**	**$ 48,861.13**
4. Concept Networks	Core Design retreat		52	$ 8,795			$ -	
	Refine Networks based on staff feedback		5	$ 980			$ -	
	Fix Remix + Costing		20	$ 2,550			$ -	
	Proximity analysis		20	$ 2,550			$ -	
	Isochrones and access analysis		24	$ 3,611			$ -	
	Maps and frequency tables		34	$ 4,099			$ -	
	Concepts material for public engagement		24	$ 3,021		24	$ 3,458	
	Trip 4: Core Design retreat	$ 2,886.00		$ -			$ -	
		$ 2,886.00	**179**	**$ 25,606**		**24**	**$ 3,458**	**$ 31,949.92**

Detailed Project Cost - Part 2

Proposed Tasks		JWA			AMMA			Subtotal Cost for Task ($)
		Direct Costs	Subtotal (Hours)	Subtotal Labor ($)	Direct Costs	Subtotal (Hours)	Subtotal Labor ($)	
5. Draft and Final Plan	Core Design retreat		44	$ 8,104			$ -	
	Refine Networks based on staff feedback		5	$ 980			$ -	
	Fix Remix + Costing		10	$ 1,275			$ -	
	Proximity analysis		12	$ 1,609			$ -	
	Isochrones and access analysis		16	$ 2,276			$ -	
	Maps and frequency tables		18	$ 2,216			$ -	
	Demand response recommendations		12	$ 2,137		16	$ 2,306.64	
	Performance Measures		14	$ 2,762			$ -	
	Financial Plan		8	$ 1,470		16	$ 2,377.88	
	Internal draft SRTP document		32	$ 5,389		12	$ 1,657.70	
	Internal draft SRTP Exec Summary		10	$ 1,570		6	$ 846.66	
	Externall draft SRTP document		14	$ 2,139			$ -	
	External draft SRTP Exec Summary		3	$ 451			$ -	
	Meeting with staff to decide on changes		2	$ 334			$ -	
	Final SRTP		20	$ 3,174		8	$ 1,117.18	
	Printing Final SRTP doc	$ 100.00		$ -			$ -	
		$ 100.00	***220***	**$ 35,887**		***58***	**$ 8,306**	**$ 44,293.22**
6. City Council Meetings	Trip 1: Council meeting Existing Conditions(+field trip)	$ 1,162.00	4	$ 667			$ -	
	Trip 5: City Council Meeting Draft SRTP	$ 1,162.00	4	$ 667			$ -	
	Trip 6: City Council Meeting Final SRTP	$ 1,162.00	4	$ 667			$ -	
		$ 3,486.00	***12***	**$ 2,002**			**$ -**	**$ 5,488.44**
	Total	**$ 11,758.00**	**908**	**$ 144,797.54**	**$ 2,898.00**	**403**	**$ 59,988.57**	**$ 204,786.11**

October 6, 2025

Request for Proposals

for

2026 Visalia Short Range Transit Plan (SRTP)/Reimagine Study

from the
Tulare County Association of Governments (TCAG)
210 N. Church St., Suite B,
Visalia, California 93291

Phone: 559-623-0450
Fax: 559-733-6720
Contact: Sheela Bhongir
Email: sbhongir@tularecag.ca.gov
Web: www.tularecog.org

Proposal Submittal Deadline November 14th 5:00PM

I. Introduction to the Request for Proposals (RFP)

The Tulare County Association of Governments (TCAG), as the Metropolitan Planning Organization and the Regional Transportation Planning Agency (RTPA) for Tulare County, is requesting proposals from qualified consultants on behalf of the City of Visalia for the preparation of the 2026 Visalia Short Range Transit Plan (SRTP)/Reimagine Study. The objective of this RFP is to select a qualified consultant to thoroughly analyze existing transit services, including new micro transit pilot data, to fundamentally "reimagine" the Visalia Transit (VT) public transit system. Successful proposals will explain the analytic methods to be utilized and how they will deliver a redesigned public transportation system that is intuitive, convenient, efficient, and which effectively meets the mobility needs of the local transit-reliant population. A brief history of their transit system, including ongoing challenges and opportunities for growth are described in the Scope of Services document. A joint venture of firms or a single firm for all or part of the tasks described is acceptable to accomplish the anticipated Scope of Services outlined in Attachment A.

II. Scope of Services

Attachment A identifies the Scope of Services.

III. Selection Timeline

October 6	Distribution of Request for Proposals
October 27th	Deadline for Written inquiries/questions
November 4th	Responses Posted on TCAG website
November 14th	Proposals Due to TCAG by 5:00 PM
December 3 & 4th	Interviews (potential)
February 23th	Consultant selection by TCAG Board
February 24th	Finalize Contract
February 25th	Work begins

IV. Budget & Consultant Administration Responsibilities

1. Working meetings: Schedule and coordinate all necessary working meetings with Visalia Transit Project Manager, Visalia Transit staff and as needed TCAG staff.

2. Budget: The project is budgeted for Fiscal Year 2025/26. Proposer is expected to provide a price proposal and a detailed budget for completion of all work outlined within the attached scope of work. Ten percent retention will be held for the preparation of the final report and released at contract completion. The desired timeline for completion of the study is 10-12 months after the project kickoff. Proposals with project schedules longer than 12 months will be accepted if a written justification for the extended timeline is provided.

3. Invoices and progress reports: Invoices and accompanying progress reports shall be submitted monthly. All invoices shall include a description of work completed, including the percentage completed for each project task, and the hourly rate and expenditures for each employee or subcontractor. Direct expenses shall include receipts or an acceptable form of backup.

V. Proposal Requirements

1. Firm experience and qualifications: Prospective consultants shall provide a summary description of the firm's overall qualifications for this project and previous experience on similar or related engagements. Qualifications and examples of previous related experience/projects should be included for the project manager and each of the key project staff proposed for the project. For each employee that works on this project (except support or clerical), the proposal must list the location of the office that the employee works. Failure to provide the requested information may disqualify a proposal. (15 page maximum)

2. Understanding of the Project: Prospective consultants shall include a narrative introducing the consultant's understanding of the project requirements. The contents of this section are to be determined by the respondent, but should demonstrate a familiarity with transit planning, short range and long-range plans. This section should demonstrate the consultant's understanding of the preparation of these reports, including complying with state and federal requirements and guidelines. Prospective consultants should identify in the proposal the types of information needed to complete the Scope of Services.(20 pages maximum)

3. Project Management: Prospective consultants shall designate by name the project manager to be employed. The selected consultant shall not substitute the project manager without prior approval by the VT Transit Manager and TCAG Executive Director. (3 page maximum)

4. Project Personnel: Prospective consultants shall describe the qualifications of all professional personnel assigned to this project, including a summary of similar work or studies each member has performed and a resume of each professional. Project personnel changes require that VT Transit Manager and affiliated TCAG staff are notified. (10 page maximum)

5. References: Prospective consultants shall provide names and contact information for three clients for whom the prospective consultant has performed technical and management assignments of similar complexity to that proposed in this request. At least two references shall be provided for projects on which the proposed and named project manager has worked. Up to one may exclusively include a project on which the proposed professional personnel for this project with the most hours assigned participated in. Full points cannot be awarded for past projects in which the proposed project manager or primary professional assigned did not participate. This could necessitate projects references outside of the work of the proposing firm. A brief summary statement for each assignment shall be provided. (5 page maximum)

6. Subcontracting: If subcontractors are used, prospective consultants must submit a description of each person, firm, and the work to be done by each subcontractor. The VT Transit Manager and TCAG Executive Director must approve all subcontractors and no work may be subcontracted nor the subcontractor changed without the prior approval of the TCAG Executive Director.

7. Methodology: Prospective consultants shall describe the approach to the project, specific techniques that will be used, what the reports will include, and the specific administrative and operational management expertise that will be employed. (10 page maximum)

8. Conflict of Interest: Prospective consultants shall disclose any financial, business or other relationship with TCAG, any of the eight incorporated cities in Tulare County, the County of Tulare, or any of their officers or officials that may have an impact on the outcome of the project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of the project.

9. Project Costs: Prospective consultants shall include a cost proposal section or exhibit demonstrating the total cost of the work solicited under this RFP, by task. For each task, estimated costs for should be broken down. Cost proposals shall detail all direct and indirect costs to be incurred for the project, broken down by task, and shall include the labor rates.

10. Signature: The proposal and accompanying certifications shall be signed by an official (or officials, as applicable) authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following information: type of business entity (i.e. corporation, California limited partnership, etc.) and whether the business entity is registered to do business in California; and name, title, address, and telephone number of individuals with authority to negotiate and contractually bind the company.

11. Insurance Requirements: TCAG will require the selected consultant to obtain and maintain, at consultant's sole cost and expense, insurance coverage as outlined in the attached Sample Consultant Services Contract (Attachment D).
The selected consultant shall maintain said insurance policies in effect during the term of the contract and shall cause all parties supplying services, labor, or materials to maintain insurance in amounts and coverage not less than those specified in the attached Sample Consultant Services Contract.

The selected consultant shall file certifications of this insurance, including all applicable endorsements, with TCAG prior to commencement of its performance under this agreement. Consultant must maintain adequate levels of insurance throughout the duration of the agreement.

12. Indemnity and Harmless Clause: TCAG will require the selected consultant to hold harmless, defend and indemnify TCAG, their officers, employees and agents from any liability, claims, actions, costs, damages or losses, for injury, including death to any person, or damage to any property arising out of the consultant's services, in accordance with the indemnity language included in the Sample Consultant Services Contract (Attachment E).

13. Ineligible Bidders: Each consultant must certify that it is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions. Attachment B must be properly completed and submitted with the proposal.

14. Disadvantaged Business Enterprise (DBE): (only for federally-funded projects) It is the policy of the U.S. Department of Transportation that minority and women-owned business enterprises (herein referred to as DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement.

    The proposal must list the percentage of work, by cost expended, to be completed by DBE-certified consulting firms, prime or sub-consultants. Proof of DBE certification for qualified firms is required to be submitted with the proposal. If the percentage is less than 13.5% an explanation of the attempt and failure to meet this goal must be provided. Failure to provide the requested information may disqualify the proposal.

15. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

16. Equal Employment Opportunity: In connection with the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

17. Attachments: Attachments A through E are attached herein. Consultants must complete attachments B and C and include them at the end of the proposal.

    Attachment A Scope of Services
    Attachment B Debarment and Suspension Notification
    Attachment C Workers' Compensation Insurance
    Attachment D Insurance Requirements
    Attachment E Sample Consultant Services Contract General Terms and

Conditions

VI. Scoring Criteria, Submission, and Selection

1. Selection of Successful Consultant: Selection of the successful consultant will be based on information provided in response to the Request for Proposals, information provided by former clients of the consultant for whom work of a similar scope has been done, interviews, if conducted, and consideration of any exceptions taken to the RFP or taken to the proposed contract terms and conditions. Proposals submitted by each consultant will be evaluated separately based on how well each proposal meets the scoring criteria listed below. In the event that a high number of proposals is received, TCAG reserves the right to interview consultant teams with the higher proposal scores.

Scoring Criteria	Points
The Proposal	
Comprehension of Project	15
Thoroughness of Proposal	10
Meeting the Project Objectives	25
Project Delivery Time	5
Consultant Qualifications	
Qualifications and Experience	25
References	15
Cost	
Reasonableness of Cost	5
Subtotal	100
Local Firm[1]	5
Total Possible Points (RFP)	105
Total Possible Points (Interview)	*100*

[1] Local firms are required to meet both of the following:
- Have a local business office in Tulare County; and
- At least 51% of the work to be conducted by employees in the local office

2. Contract Award: The selected consultant will execute a contract with TCAG after consultant selection approval. The official selection of the consultant, if any, is anticipated to be made by TCAG at its **Monday, February 23, 2026**, meeting. Unsuccessful proposals will be notified in writing.

3. Modification or Withdrawal of Proposals: Any proposal received prior to the due date and time specified may be withdrawn or modified by written request of the consultant.

However, to be considered, the final modified proposal must be received by the date and time specified above. All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued to consultants by the TCAG Executive Director are authorized and binding.

4. Selection Process: All proposals submitted in response to this request will be screened by a selection committee using the provided scoring criteria. Proposal opening does not constitute the awarding of a contract. The contract is not in force until it is awarded by the TCAG Board and executed by Visalia Transit (VT).

   a. TCAG may, during the evaluation process, request from any applicant additional information that TCAG deems necessary to determine the applicant's ability to perform the required services. If such information is requested, the applicant shall be permitted three (3) working days to submit the information requested.

   b. TCAG reserves the right to select the applicant(s) that in its sole judgment best meets the needs of TCAG. The lowest proposed cost is not the sole criterion for recommending a contract award. TCAG reserves the right to reject any and all proposals and/or negotiate with another party or any other party directly.

   c. TCAG reserves the right to conduct interviews. Consultants who will be interviewed will be notified by November 24th for interviews on (December 3 or 4th). TCAG will conduct the interview via Zoom or another electronic medium.

5. Rejection of Proposals: Failure to meet the requirements of the Request for Proposals will be cause for rejection of the proposal. TCAG may reject any proposal if it is conditional, incomplete, contains irregularities, or has inordinately high or low costs. TCAG reserves the right to reject any and all proposals without cause. TCAG may waive an immaterial deviation in a proposal when it determines that waiving a requirement is in the best interest of TCAG. Waiver of an immaterial deviation shall in no way modify the Request for Proposals documents or excuse the applicant from full compliance with the contract requirements, if the applicant is awarded the contract.

6. Public Record: All proposals submitted in response to this RFP shall become the exclusive property of TCAG. At such time as the selection committee recommends a proposal to the TCAG Board and such recommendation appears on the TCAG Board agenda, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records. If there are any trade or proprietary secrets included by the consultant, the consultant may provide a different copy of the proposal that would be acceptable to release to the public.

7. Method of Payment: Payment to the selected consultant will be made upon successful completion of project tasks as invoiced by the consultant. Pre-award expenses shall not be allowed. Cash advances will not be available.

VII. Other Conditions

1. Reservation of Right to Withdraw RFP and/or Not Award Contract: TCAG reserves the right to amend or withdraw this RFP at any time without prior notice. Revisions to the RFP, if any, will be emailed to all consultants to whom the original RFP was distributed in addition to posting online with the notice of the RFP. Furthermore, TCAG makes no representations that any agreement will be awarded to any consultant responding to this RFP. TCAG expressly reserves the right to reject any and all proposals in response to this RFP without indicating any reasons for such rejection.

2. TCAG Property: All data, documents and other information provided to TCAG by the Contractor shall become property of TCAG.

3. Pre-Contractual Expenses Not Allowed: TCAG shall not, in any event, be liable for any pre-contractual expenses incurred by any consultant. Pre-contractual expenses are defined as expenses incurred by prospective consultants such as:

   a. Preparing and submitting a proposal in response to this RFP

   b. Negotiating with TCAG on any matter related to this RFP, proposal and/or contractual agreement

   c. Any other expenses incurred by the consultant prior to the date of a Notice to Proceed.

VIII. Proposal Submittal

Proposals must be received electronically no later than **5:00 PM on November 14th**. It is recommended that a submittal email is sent without an attachment, as attachments may be too large, and access be granted for TCAG to download your document. This could be done via FTP, Dropbox, Hightail, or another service as provided by prospective consultants. Please submit to Sheela Bhongir, at sbhongir@tularecag.ca.gov.

IX. Questions

Questions should be directed to (Sheela Bhongir) at (sbhongir@tularecag.ca.gov). All questions must be submitted in writing by **5:00 p.m. on October 27th**. Questions and responses will be posted in writing on the TCAG website. Please check www.tularecog.org/tcag/rfps-contracts/rfps regularly for amendments or additional information on this RFP. Consultants that are considering responding to this RFP are forbidden from contacting members of the Tulare County Association of Governments to discuss their proposal. Failure to comply with this requirement may cause your proposal to be denied without review.

SRTP/Reimagine Study - Scope of Work

Background

Initiated by the City of Visalia in 1981 and rebranded in 2010, the Visalia Transit (VT) public transit system provides fixed-route and demand-response transit services within the Visalia Urbanized Area. An estimated population of 146,000 resides in VT's 40 square mile service area.

The CITY finances VT through a combination of fare revenues, Transportation Development Act (sales tax) allocations, and Federal Transit Administration (FTA) Section 5307 funds. A portion of the funding is contributed by the County of Tulare under a contract for the provision of VT service to county residents residing within the city's urbanized area.

The VT fixed-route service consists of 13 routes. Operating hours are approximately 6:00 a.m. to 9:30 p.m., Monday through Friday, excluding holidays; 8:00 a.m. to 6:30 p.m. on weekends. Twenty-six buses are operated during base level service. Our fixed route services cover three cities (Visalia, Farmerville, Exeter) and surrounding rural communities. This schedule results in an annual total of about 113,680 vehicle revenue hours and 1,615,500 vehicle revenue miles.

The traditional demand-response service, referred to as Dial-a-Ride, operates with approximately five vehicles, during the same days and hours as the fixed route service. Dial-a-Ride is available to any member of the public, but its priority is to provide complementary paratransit service as called for in the Americans with Disabilities Act (ADA). Existing marketing, fare structure, and operating policies encourage transit patrons to use the fixed routes as the primary service.

The Sequoia Shuttle operates from Visalia to the Sequoia National Park, seven days a week, between the Thursday before Memorial Day weekend through early September. Operating hours are approximately from 6:00 a.m. to 6:30 p.m. More information is available online at www.SequoiaShuttle.com.

The Visalia V-Line operates 7 days a week to and from Fresno Yosemite International Airport (FAT) and California State University (CSU), Fresno for students and travelers. The route also serves the Visalia Municipal Airport and Courthouse Park in downtown Fresno.

The newest VT service is an on-demand micro transit pilot called Visalia Connect. Visalia Connect operates 7 days a week, with the same hours as Fixed Route and DAR services.

Since the emergence of the covid pandemic earlier in this decade, transit agencies nationwide have seen dramatic shifts in travel patterns, demand, and rider behavior. With ridership still hovering between 50 and 60% of 2019 levels, there is a need for the

system to be reinvigorated and “reimagined”. Visalia Transit launched Visalia Connect, the new micro transit service, in June 2025 and is already seeing promising ridership numbers. This suggests that micro transit will provide a valuable supplement to existing transit services, enabling a substantial reconfiguration of fixed routes to provide greater convenience and efficiency.

Staff fully expect to see a SRTP that comprehensively redesigns the Visalia Transit system to increase the convenience of riding transit, reduce travel times, concentrate fixed route services when and where they operate most efficiently, and employ micro transit to effectively fill spatial and temporal gaps in scheduled services.

The Visalia City Council is the policymaking body for the VT system. The CITY Transit Division administers, plans, markets, and monitors the transit system. An independent contractor provides maintenance and operating services. The CITY provides buses, radios, electronic fareboxes, video surveillance system, street furnishings, published information, passes, and transfers.

All vehicles are owned by the City of Visalia. Visalia Transit services are operated by RATP Dev USA. Vehicle maintenance is also performed by the contractor. Exhibit “D” provides a complete list of the transit vehicles owned by the CITY.

Introduction to Project Objectives

The City of Visalia is seeking proposals from qualified consultants for preparation of the 2026 Short Range Transit Plan/Reimagine Study. A thorough review of existing transit services, including a thorough analysis of data collected from the new micro transit pilot program, coupled with an in-depth analysis of travel demands and demographic characteristics, and input from the public and stakeholders, a solid body of knowledge will be developed in order to address project objectives including: the assessment of the current study area conditions; the development of a financially constrained and unconstrained plans for services; and identify and make recommendations for service efficiencies to fundamentally “reimagine” the Visalia Transit Fixed Route System is what Visalia Transit is seeking from this Short Range Transit Plan/Reimagine Study.

The Consultant shall perform all necessary tasks to provide the City with the 2026 SRTP/Reimagine Study. The project shall include, but not be limited to, updating goals and objectives, conducting analysis and evaluations, recommending and prioritizing options for expansion, updating the 5-year operations plan, updating the Capital Improvement Program and Financial Plan, as well as the preparation of draft and final Visalia Transit 2026 Short Range Transit Plan/Reimagine Study and executive summary to VT for adoption.

The CITY requests that the Proposer suggest changes to the scope of work (as a part of the proposal) to achieve the CITY’s stated Project Objectives.

A. Project Objectives

The CITY's primary objective for this Agreement is to obtain professional assistance in the development of a Short-Range Transit Plan (SRTP) covering FYs 2026-2031, including assessment of existing and future public transit services to meet community needs; General Plan and regional connectivity; overall general financial estimates for recommended scenarios, and service delivery options.
In addition, to fulfill the requirements of the Tulare County Association of Governments (TCAG), the purpose of the SRTP also includes, but is not limited to, the following:

1. To propose specific recommendations for satisfying the long-range objectives of TCAG's Regional Transportation Plan/ Sustainable Communities Strategy and guide the provision of transit services in the region over the next five (5) years.

2. To serve as a management and policy document for the transit operator, as well as a means of providing FTA and TCAG with information necessary to meet regional programming and planning requirements.

3. To facilitate requests for federal, state, and regional funds for capital and operating purposes through development of a comprehensive Capital Improvement and Financial Plan.

4. To serve as a contributing document that supports the development of TCAG's Regional Transit Systems Plan and promotes regional connectivity.

5. To develop Key Performance Indicators (KPIs) and targets that will be used to evaluate the operator's effectiveness as part of the TCAG Triennial Performance Audit of the operator, including resolution of unmet transit needs.

6. To include all statutorily required elements for a short-range transit plan.

B. Proposed Project Tasks

As stated above, the CITY requests that the Proposer suggest changes to the scope of work to achieve the CITY's stated Project Objectives. Provide a detailed budget and schedule for the following tasks and subtasks:

1. Public Outreach and Coordination

a. The Proposer must ensure that the public is included in the planning process. To ensure equity, diversity, and inclusion, FTA's Title VI Circular requirements pertaining to public outreach must be followed rigorously.

b. The project will require work with City staff, and the operations contractor. On-Site work will include on-board surveys of transit riders and at least one

(1) meeting with operations contract staff to obtain feedback and suggestions regarding current operations. The survey will be developed with the intent of identifying rider demographics, travel patterns, rider preferences, and top trip generators for transit.

c. A minimum of three (3) presentations to CITY Council are anticipated: one (1) to present results of the initial system evaluation; one (1) to present the preliminary SRTP; and one (1) to present the final plan which should include a more efficient redesigned system with a combination of Fixed Route and Micro Transit or Flex vehicles.

d. Conduct at least four (4) public outreach meetings to obtain feedback regarding system needs and present proposed changes to future service. At least one (1) meeting should be held at TCAG's Social Services Transportation Advisory Council (SSTAC) and at least one (1) meeting at the College of the Sequoias (COS).

2. Analysis

a. Conduct a critical review of local and regional fixed transit routes in the study area using ride check data, running schedule information, operating data, and financial records provided by Visalia Transit, and user and non-user travel characteristics provided by outreach efforts such as rider/community surveys and driver interviews.

b. Utilize data collected from on-demand micro transit operations to identify patterns including origin and destination points associated with high trip volumes. Propose effective micro transit staging locations or strategies based on results of analysis. This data should also be utilized to develop new fixed routes in places where demand is high enough to warrant scheduled service.

c. Examine revenue vehicle capacity utilization rates and total cost to operate (e.g. fuel/energy, insurance, maintenance, repairs) to propose appropriate vehicle types and sizes for fixed routes and demand-response service.

d. Evaluate all ongoing and upcoming transit capital projects and recommendations, considering how they align with the objectives and recommendations of SRTP.

e. Consider and incorporate all ongoing and upcoming regional coordination efforts with local partnering agencies such as The Tulare County Association of Governments (TCAG), Tulare County Regional Transit Agency (TCRTA)

and others directly related to the Cross Valley Corridor.

f. Evaluate the Operations and Maintenance contract and any impacts on pricing negotiations to be considered with system redesign.

See Exhibit D Visalia Transit Fleet sheet to incorporate into project proposals

3. Draft and Final Report

a. Produce a draft plan incorporating all the above-described elements.

b. The complete SRTP/Reimagine Study should include all key elements as defined by the Federal Transit Administration (FTA). Those mandatory elements include but are not limited to operational data, service plans, budgets, system assessment, needs assessment, financial plan, public involvement, performance measures, and scenario plan.

Following delivery to CITY staff and presentation to Council, consultants will work with staff to produce a revised study document that addresses any feedback received on the initial draft. The revised document will be presented to Council for adoption.

Attachment 4
Additional Clauses and Assurances

Attachment 5 – Contractor proposal

2026 Visalia Short Range Transit Plan Reimagine Study

TCAG and Visalia Transit

November 14, 2025

Prepared by:

JARRETT WALKER + ASSOCIATES
Let's think about transit

In partnership with:

AMMA
TRANSIT PLANNING INC.

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JARRETT WALKER + ASSOCIATES
Let's think about transit

Cover Letter

Subject: Visalia Short Range Transit Plan

November 14, 2025

To Whom It May Concern,

On behalf of Jarrett Walker & Associates, LLC (JWA) I am pleased to submit this proposal to the Tulare County Association of Governments and City of Visalia in response to the RFP for the 2026 Visalia Short Range Transit Plan/Reimagine Study.

In light of the significant shifts affecting the transit industry, including the COVID-19 pandemic, evolving clean air regulations, emerging technologies, and equity-focused policies, the Visalia Transit 2026 Short Range Transit Plan (SRTP)/Reimagine Study represents a timely opportunity to shape the future of transit in the region. While many planning efforts focus on tweaking existing service to fix specific issues, reimagining means stepping back, starting from scratch, and asking what kind of service pattern would truly best serve your community. We have also experienced how the COVID-19 pandemic has reshaped the way people travel, and as a result, the best network for the future may look quite different from the one you have inherited from the past -- hence the importance of "reimagining."

Our team sees this project not just as a planning exercise, but as a chance to reconcile current service realities with long-term aspirations. By grounding the plan in practical insights, such as local and regional ridership patterns, community needs, and operational constraints, while advancing a forward-looking vision, we aim to help Visalia Transit design a road map that is both achievable and transformative.

JWA is one of the nation's leading firms in transit planning. Some of our better-known successes include implemented network redesigns for Monterey Salinas (MST), Santa Cruz Metro, San Jose (VTA), Sacramento (SacRT), Houston (METRO), Dallas (DART), Cleveland (GCRTA), and Dublin, Ireland (NTA). All of these agencies have put network changes based on our work into practice.

We are pleased to propose Álvaro Caviedes as the Project Manager for this SRTP. Álvaro brings over 9 years of exceptional experience in transit and data analysis and has consistently demonstrated strong leadership, strategic thinking, and a results-driven approach to managing complex projects. Álvaro will be supported in this effort by a team of experts, including our founder Jarrett Walker.

JWA will serve as the prime consultant, supported by AMMA Transit Planning—a firm with extensive experience in transit planning and outreach across California, with whom we've collaborated on multiple successful projects. AMMA has worked on numerous Short-Range Transit Plans and Comprehensive Operational Analyses and will support this effort with their expertise in on-demand transportation, public engagement and communications, and transit financial planning.

The keys to our approach include:

- **A reality-based public conversation.** We make collaborative plans guided in large part by public engagement. To make this possible, we educate decision-makers and stakeholders about trade-offs in service design, including ridership versus coverage or complexity versus connections. Our public and stakeholder involvement processes don't just generate competing "wish lists" from constituent groups that we, or you, have to reconcile. Instead, they generate thoughtful public input on the real, hard choices that transit agencies must make.
- **A team of dedicated specialists.** As a firm that specializes in transit network planning, we team with other companies that are as dedicated to their core practice area as we are. Besides community engagement, we have included AMMA for their strategic thinking skills and expertise in on-demand response.
- **We focus on transit's usefulness and its ability to facilitate individual freedom**. We've found that we succeed when we talk about freedom. When we study people's access to opportunity, meaning their freedom to go places and do things, we come to the most compelling description of transit's benefits and the best guide on how to make a network better.
- **Embedding environmental justice and Title VI needs throughout the planning process.** In our work, we consider the full range of environmental justice needs and concerns. In a JWA led process we look at these issues when assessing markets and needs, in developing service concepts and alternatives, and in analyzing the outcomes of potential changes. Our analytic processes always include assessments of how access to opportunity and proximity to services change for a wide range of populations.
- **Distinguishing between technical analyses and value judgments.** We are planners, but we are also facilitators, analysts, illuminators, synthesizers, and presenters. In those roles, we ask questions about your community's values and priorities, but we do not answer them. We know the difference between our technical expertise and your community's desires for its future. We don't confuse the two, but we integrate them into a plan that is technically rigorous and clear about its priorities.
- **Locally-relevant experience.** JWA has worked in several projects in California, including service redesigns, TMP updates, and COAs in Fresno, Monterey-Salinas, Santa Cruz, and Sacramento. We are currently working in the Imperial Valley, Palm Springs, Solano, Clovis, Glendale and San Jose.

We hope you will agree that our team offers a unique set of capabilities, and look forward to the opportunity to discuss them with your further soon.

Respectfully yours,

Scudder Wagg
President + Principal
(571) 281-0858, scudder@jarrettwalker.com
1021 SE Caruthers St, Portland, OR 97214

1 Firm Experience

Firm Description
Experience and Qualifications

Firm Descriptions

Jarrett Walker + Associates

Jarrett Walker + Associates (JWA) was founded in 2011 by Jarrett Walker, the author of Human Transit, who has been a consulting expert in public transit planning and policy since 1993. Today, JWA is a leader in transit network planning, policy development, stakeholder involvement, and expert advice. The firm is based in Portland, Oregon with an office in Arlington, Virginia, but we work worldwide, with experience in across the US and Canada, as well as in Europe, Australia, and New Zealand

JWA's mission is to foster clear conversations about transit, leading to confident decisions. JWA specializes in helping communities understand transit choices and their consequences. A full JWA-led planning process integrates technical transit planning with many types of engagement and builds ideas in conversation rather than in the solitary work of experts.

Since its founding in 2011, JWA has:

- ☐ Led transit network design studies for transit agencies in more than 20 cities and towns throughout North America and in Ireland, Iceland, and New Zealand.
- ☐ Led the development of long range transit planning that inspired new funding measures, in Indianapolis and Raleigh.
- ☐ Facilitated transit conversations at the regional scale using innovative stakeholder workshops in more than 20 cities across North America, Australia, New Zealand, Ireland, and Iceland.
- ☐ Advised numerous transit agencies on service branding, including in San Francisco, Oakland, San Jose, and Vancouver BC.

Jarrett Walker + Associates is a Limited Liability Corporation (C Corp) incorporated in Oregon in December 2011. The firm is jointly owned by 8 senior staff, including our proposed Project Manager and Principal-in-Charge.

AMMA Transit Planning, Inc.

AMMA Transit Planning, Inc. is a small, public transit-oriented planning firm founded in 1987 and newly incorporated in 2022. For the purposes of this agreement, AMMA will be the sole subcontractor, working with the support of Transit Happy and Transit Marketing.

AMMA's foundation is a strong background in paratransit operations through implementation of the Americans with Disabilities Act of 1990, with extensive credentials in the evaluation and improvement of public demand response services. AMMA's expansion into coordinated planning—focused on older adults, people with disabilities, and low-income individuals—has led the firm to author dozens of Coordinated Public Transit–Human Services Transportation Plans across California and other western states. AMMA's public engagement and outreach focus – honed through these many Coordinated Plans – is effective in reaching under-represented community members.

AMMA's coordinated planning work led to a range of multi-modal service planning projects to address fixed-route service planning, bus and rail connections, rural transportation, non-emergency medical transportation, call center evaluation, fleet electrification, and more. AMMA worked on multiple Short Range Transit Plans and Comprehensive Operations Plans and has promoted transit ridership as a key area of focus. AMMA's planning approach recognizes the important intersection of service planning and marketing to retain and expand the transit rider base. Ridership growth has become ever more critical in the wake of the COVID-19 Pandemic with AMMA embracing tools of rider education, awareness and transit promotional campaigns to introduce people to public transit and build confidence in its use.

Paratransit, on-demand transportation planning expertise, another long-time strength of AMMA's, has readily translated to new micro transit services. Our team's understanding of the reservation, scheduling and dispatching technologies includes implementing selected software platforms, with the result that we bring tested guidance to clients.

As a small firm, AMMA has long viewed its strategic partnerships, with like-minded firms and colleagues, as a critical way of bringing value and adding breadth to client projects. AMMA has collaborated with JWA on multiple projects, including several in the past five years in Monterey–Salinas, CA; Santa Cruz, CA; the Morongo Basin, CA; Imperial County, CA; Clovis, CA; and Silverton, OR.

These partnerships, in both prime and subcontractor roles, have enabled AMMA to take on a wide-ranging array of projects throughout California; in other states that include Oregon, Arizona, Ohio, Alaska, Kansas and North Carolina; statewide for the CalAct organization; and national projects for the Transit Cooperative Research Program (TCRP), Community Transportation Association of America (CTAA), and the American Association of Retired Persons (AARP). AMMA is certified by Los Angeles METRO and the California Unified Certification Program as a small business and as a disadvantaged business based in Riverside, CA.

Further information can be found at www.AmmaTransitPlanning.com

As a DBE, AMMA will perform 29% of the work. For more details on this breakdown, see Chapter 7: Project Costs.

Scudder Wagg, JWA President and Daniel Costantino, JWA vice-President are the staff members with the authority to negotiate and contratually bind the company. Contact info in the Appendix.

In the following pages, we provide a summary of our previous experience and qualifications in similar projects. Information about each employee proposed for this work is provided in Chapter 4: Project Personnel.

Canby - Transit Master Plan Update

Canby, Oregon

Canby Area Transit (CAT) provides fixed-route and demand response transit service to the public within the Canby Urban Growth Boundary (UGB). CAT operates the 99X, a bus service along the Highway 99E corridor from Oregon City to Woodburn. The second fixed route is the Canby Loop, a circulator operating inside the Canby city limits with stops near schools, city facilities and businesses. In late 2023, CAT hired Jarrett Walker + Associates (JWA) to lead the consultant team on updating the Transit Master Plan (TMP).

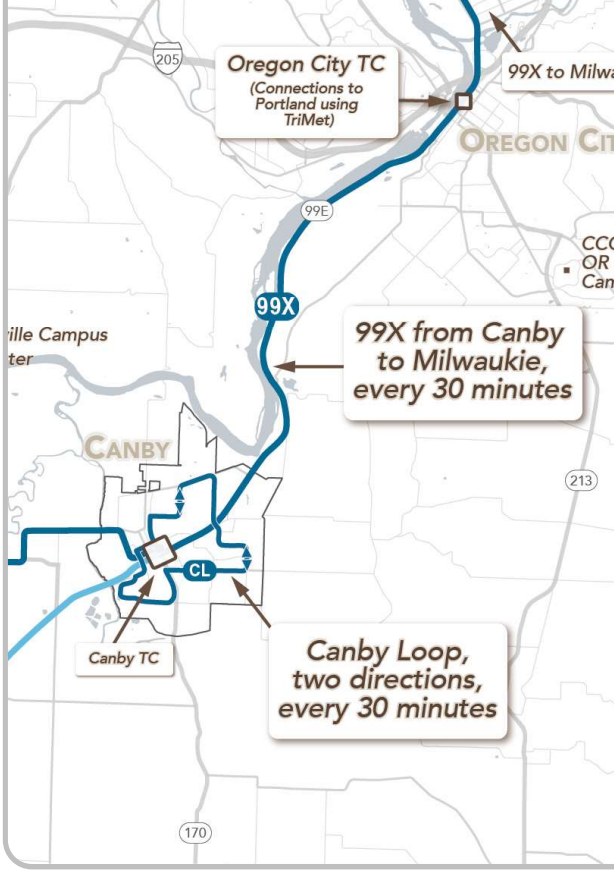
JWA evaluated the existing conditions and transit planning choices facing Canby. The public was then asked for input on key transit trade-offs, such as: investment in local vs. regional service, increasing frequency vs. adding new routes, and more weekday service vs weekend service. JWA and EnviroIssues utilized a blend of data-driven methods and public and stakeholder outreach to assess over arching issues with CAT service and the community's priorities for change. Various outreach methods were employed, included online and on-board public surveys, interviews with a wide range of stakeholder organizations, tabling events.

Based on the public input JWA developed a set of improvements and implementation phases to expand the local and regional destinations Canby residents can travel to within a reasonable amount of time:

- ☐ Maintaining the local coverage while extending hours Weekdays and Saturdays.
- ☐ Improving connections between Canby and neighboring cities: Wilsonville, Woodburn, and Oregon City.
- ☐ Improving travel times beyond CAT's service area by facilitating connections with TriMet.

The Transit Master Plan is completed and was adopted by the City Council by the end of November 2024.

In preparation for some service changes, JWA worked with the agency to design new public-facing network and route brochures for the public.



Status

TMP Adoption in 2024

Cost

$199,925 (total budget)
$119,951 (JWA contribution)

Dates

December 2023 – present

Key Staff

Michelle Poyourow, Lead Planner

Álvaro Caviedes, Project Manager

Shreya Jain, Lead Analyst

Reference

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JARRETT WALKER + ASSOCIATES
Let's think about transit

ICTC Comprehensive Operations Analysis

Imperial County, California

The Imperial County Transportation Commission (ICTC) had been working on consolidating its transit services, especially on-demand services, into a single administration and brand – Imperial Valley Transit (IVT). The IVT network of routes and services had not been reviewed in more than 10 years and needed an overhaul to adjust to changes in development patterns, and demand in the urban areas that comprise the Imperial Valley, and changes in funding and cost structure of services. Recognizing the need to adapt to evolving travel patterns, ICTC launched Driving Transit Forward in early 2025, and engaged Jarrett Walker + Associates (JWA) as the lead consultant to reimagine its network.

Throughout 2025, JWA developed a detailed picture of existing transit service, travel demand, and demographic and land-use conditions in Imperial County. JWA and our partners conducted extensive community engagement in English and Spanish, as well as managed a data collection process that included mobile pop-ups and tabling events, workshops with stakeholders, community surveys, and a full ridecheck. The ridecheck involved a 100% count of boardings and alightings on every stop and on every service trip in the system. The outcome of these efforts was a complete understanding of current demand patterns on the system, and of community priorities to address unmet transit needs.

JWA and ICTC staff then collaborated to create detailed network concepts to illustrate how the bus network could improve under two very contrasting scenarios: one where capturing more Ridership is the main goal, and another where providing Coverage to most of residents is the main goal. From October to November 2025, JWA and our local partner Kathernie Padilla and Associates, helped ICTC coordinate public engagement efforts. These included an online public survey and pop-up events in English- and Spanish where we asked the community about the contrasting scenarios and to what degree they prefer one or the other. Public engagement efforts on the network concepts will conclude by the end of November 2025, and the project team will be in the process of developing a Draft Plan based on public feedback and policy direction from the Board of Directors. This Draft Plan will also include networks developed for multiple financial scenarios.

The new network includes extended hours during weekday evenings and weekends, higher frequency on higher demand services, and operational integration of on-demand services with fixed routes to deliver service more efficiently and effectively.

Status

Ongoing. Expected Completion date in March 2027.

Cost

$485,790

Dates

December 2024 – March 2027

Key Staff

Manuel Soto, Project Manager
Alvaro Caviedes, Deputy PM and Lead Planner
Liz Marchalonis, Lead Analyst

Reference

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JARRETT WALKER + ASSOCIATES
Let's think about transit

MST Comprehensive Operational Analysis

Monterey County, California

In 2019 and 2020, Monterey-Salinas Transit (MST) experienced a series of setbacks. The U.S. Department of Defense, which had funded over 20% of fixed-route service, stopped doing so in 2019. In 2020, the COVID-19 pandemic temporarily shut down much of the local civilian economy. These events compelled MST to reevaluate its network from the ground up for the first time in twenty years, and to hire JWA to lead its consultant team.

The JWA-led team used data-based approaches to identify big-picture issues, and led extensive outreach to understand community priorities. Outreach included focus groups with English- and Spanish-speaking riders, conversations with stakeholder organizations, and a phone survey of county residents. The team used the information gathered to help MST focus on issues like the increasing distances between new development and existing activity centers; inequitable distribution of service between different parts of the county, and simplifying an extremely complex network of mostly infrequent routes.

JWA and MST then developed a Draft Network Plan that would significantly reduce rider travel times, by:

- ☐ Focusing on consistent all-day service patterns connecting many people and jobs.
- ☐ Maintaining coverage to isolated low-income areas and social services.
- ☐ Shifting more service to Salinas and South County, growing areas that are mostly Latino and low income.
- ☐ Creating a system of timed transfers enabling seamless cross-town and cross-county trips.

The Draft Network Plan was developed at three potential service levels, reflecting ongoing operational challenges, with the "medium" scenario serving as the baseline proposal. It received positive community feedback, and required few changes to become the Final Network Plan adopted by MST's Board of Directors in February 2022. The JWA-led team then assisted MST with identifying new bus stop locations, proposing updated Title VI service standards, and developing rider-facing tools like an updated system map and a before vs. after trip comparison web tool.

In the 2 years after implementation of the Final Network, MST ridership increased 45% and productivity increased 25%.

Status

Complete. Plan Implemented in December 2022.

Cost

$349,033

Dates

November 2020 - November 2022

Key Staff

Jarrett Walker, Lead Planner

Daniel Costantino, Project Manager

Álvaro Caviedes, Lead Analyst

Reference

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JARRETT WALKER + ASSOCIATES
Let's think about transit

Reimagine METRO

Santa Cruz, California

Santa Cruz County is a community of 270,000 people which includes the cities of Santa Cruz and Watsonville, as well as a 20,000-student campus of the University of California (UCSC). In late 2021, Santa Cruz METRO hired a team led by Jarrett Walker + Associates (JWA) to lead Reimagine METRO, a comprehensive network review.

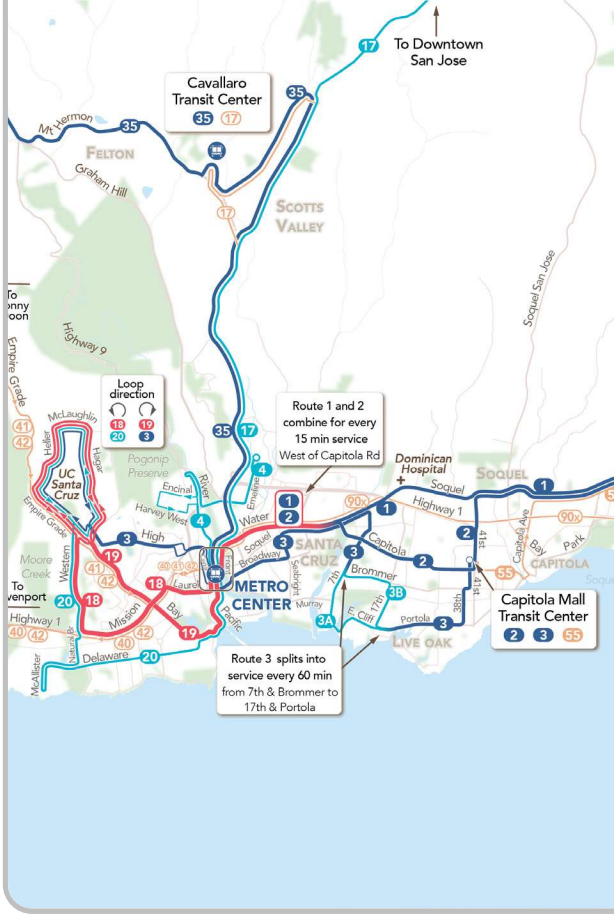
JWA and AMMA Transit Planning undertook technical analysis and public and stakeholder outreach to assess METRO service and the community's priorities for change. Outreach included online public surveys, focus groups and individual conversations with English- and Spanish-speaking riders, and small group discussions with a wide range of stakeholder organizations.

Key issues identified included balancing local and regional needs in the Santa Cruz to Watsonville corridor; complexity and low frequency of service in Watsonville; overcrowding on routes serving UCSC, and the decline in overall levels of service since the early 2000s. JWA and METRO jointly developed a Phase 1 Network Plan for December 2023 that would significantly reduce rider travel times, by:

- ☐ Focusing on consistent all-day service patterns connecting many people and jobs.
- ☐ Improving the connections between cities across the County.
- ☐ Improving frequency of service to the UCSC campus.
- ☐ Maintaining coverage to isolated low-income areas and social service facilities.
- ☐ Simplifying service in Watsonville.

In preparation for that service change, JWA designed new public-facing network and route maps for Headways, METRO's schedule magazine. JWA then assisted METRO staff in developing and obtaining board approval for Phase 2, a 50%+ service expansion aimed at creating all-day, all-year frequent service between Watsonville, Live Oak and Santa Cruz, and removing the barriers to movement between east and West Santa Cruz.

In the 2 years after implementation of the final network, METRO ridership increased 27% and productivity increased 21%.



Status

Completed. Phased implementation starting in Dec 2023.

Cost

$521,684 (total budget)
$343,436 (JWA contribution)

Dates

December 2022 - December 2024

Key Staff

Jarrett Walker, Lead Planner
Daniel Costantino, Project Manager
Álvaro Caviedes, Lead Analyst

Reference

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JARRETT WALKER + ASSOCIATES
Let's think about transit

Basin Transit - Short Range Transit Plan

Morongo Basin, California

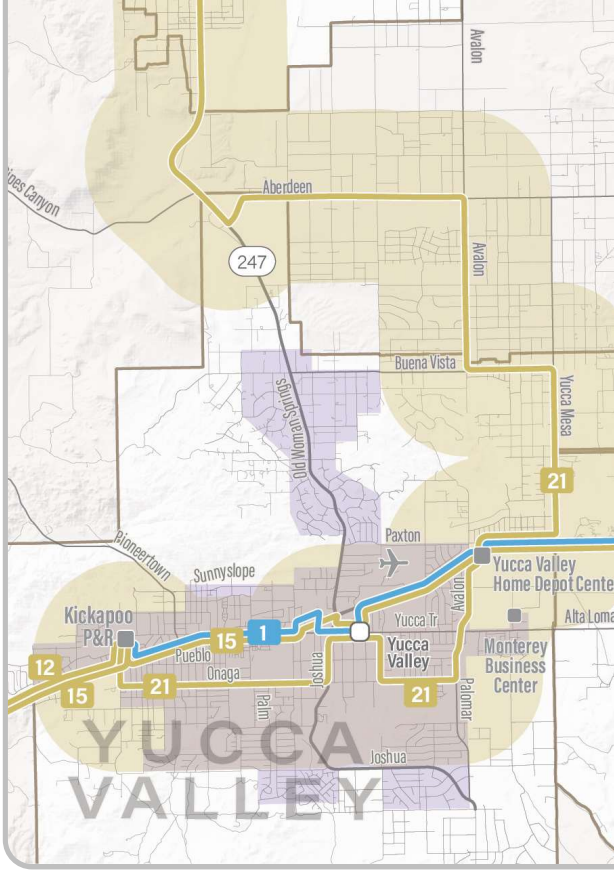
The Morongo Basin Transit Authority hired Jarrett Walker + Associates (JWA) to develop the 2025-2029 Short Range Transit Plan. Basin Transit's service area is comprised of 10 desert communities dispersed throughout the Morongo Basin, with most urban activities and development density occurring in the towns of Yucca Valley, Joshua Tree and Twentynine Palms, along Highway 62. Basin Transit operates four (4) types of services: neighborhood shuttles, intercity service between Yucca Valley and Twentynine Palms, commuter service to Palm Springs, and general-public demand response service in low density and rural areas, called Ready Ride.

JWA with support from AMMA Transit Planning, used a data driven approach that was complemented by a series of outreach events to hear from the community, to identify and review system issues. JWA hosted community meetings in person and virtually to talk about the project, including meetings with key stakeholder groups, like senior centers, the Community College, and the Marine Corps Base.

Key issues that were identified through this process included a lack of neighborhood service on weekday evenings and on weekends, lack of integration between demand response and fixed-route services, and a lack of timed connections with regional services to Palm Springs. JWA in collaboration with AMMA and Basin Transit staff, developed a set of two network alternatives that if implemented would improve service and connections to seamlessly travel across the basin and to Palm Springs.

Service recommendations would increase access for users, making it more convenient and attractive to use by:

- ☐ Reducing the size of Ready Ride service zones and increasing resources to increase responsiveness.
- ☐ Simplifying the fixed-route network structure to focus on providing continuous service across the basin and the region.
- ☐ Improving the span of service and frequency of service for neighborhoods and Highway 62 service.
- ☐ Increasing the number of daily trips to Palm Springs and ensuring timed connections with all services in BT's network.
- ☐ Simplifying the fare structure and transfer policies that result from proposed network changes.



Status

Complete

Cost

$100,000 (Team)
$83,620 (JWA)

Dates

August 2024 - January 2025

Key Staff

Manuel Soto, Project Manager

Álvaro Caviedes, Lead Analyst

Leah Bollin, Analyst

Liz Marchalonis, Analyst

Reference

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JARRETT WALKER + ASSOCIATES
Let's think about transit

On-Call Staff Support on Transit Programs and Functions

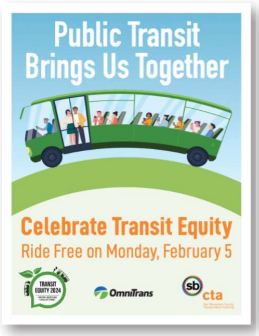
San Bernardino County, California

AMMA has assisted San Bernardino County Transportation Authority (SBCTA) with its transit programs since 1991, providing on-call technical assistance and planning support to the Authority, to its two large urbanized area transit providers and three smaller rural systems, and to two dozen specialized transportation providers. With the goal of improving mobility across the County, recent projects include:

- ☐ Conduct of a public safety/ sexual harassment outreach effort to identify strategies to improve riders' perception and experience of safety on public transit;
- ☐ Assessment, monitoring of operator revenues and expense, through TransTrack and recurring preparation of the San Bernardino County Quarterly Transportation Performance Reports;
- ☐ 2024 and 2019 Needles Short Range Transit Plan Development;
- ☐ 2017 City of Needles Title VI Program Update and 2014 Program Development;
- ☐ Multiple 5310 grantees' Title VI Program technical assistance;
- ☐ Veterans Transportation and Community Living Initiative One Call/One-Click Project: Grant Development, Technical Support and Staffing the Steering Committee;
- ☐ Vanpool 5309 Discretionary Grant Coordination;
- ☐ Rural Operator Short Range Transit Plan updates

Other on-call transit planning functions have included:

- ☐ Quarterly reports to document transit operating and functional performance, as well as ongoing initiatives to grow ridership in San Bernardino County
- ☐ Ridership growth campaigns in support of SBCTA's Multi-Modal Working Group on public campaigns and group projects;
- ☐ Title VI Program Development and implementation assistance for SBCTA and San Bernardino County rural operators (MBTA and Needles Area Transit)
- ☐ Ongoing ADA technical assistance to ensure compliance, monitoring legal issues and any proposed regulatory changes for San Bernardino County rural operators.



Status

Ongoing

Dates

1991–present

Key Staff

Dennis Brooks
Elea Carey
Selena Barlow
Andrea Breault

Reference

Nancy Strickert
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AMMA
TRANSIT PLANNING INC.

Ventura Countywide Short Range Transit Plan

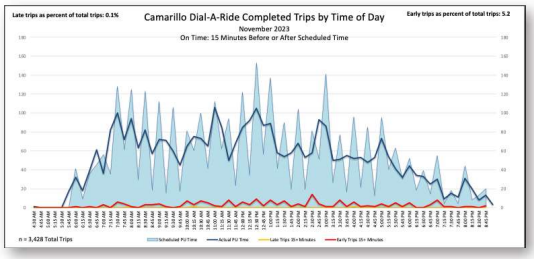
Ventura County, California

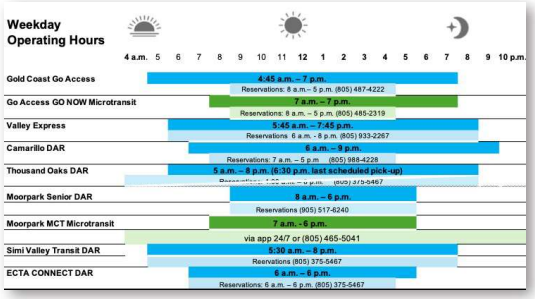
AMMA Transit Planning Inc., as subcontractor to Fehr and Peers, undertook Ventura County Transportation Commission's Countywide Short Range Transit Plan in work led by Andrea Breault, Dennis Brooks, and Heather Menninger. The AMMA team was responsible for assessing and preparing recommendations for the nine on-demand services across the county. These programs operated by various municipalities and the single regional transit district had been directed to integrate services to contain and control rising costs and to better serve the customer.

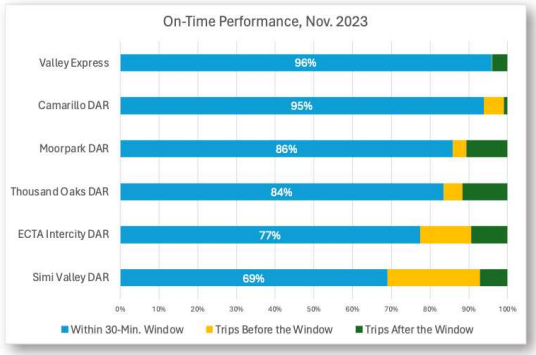
The nine on-demand services, including two micro-transit programs, had achieved varying levels of ridership recovery in this post-pandemic analysis. While micro-transit services were highly popular, traditional ADA and seniors' paratransit showed slow growth with ridership still well below pre-pandemic levels. AMMA's recommendations supported the Board-directed integration of Ventura County's on-demand services, addressing the challenges of on-demand general public services operating alongside poorly performing fixed routes. AMMA recommended improvements sought to reduce per trip costs, increase productivity and improve the rider experience on the on-demand services.

AMMA significant data analysis responsibilities included performance assessments for each of the nine on-demand services. AMMA led the public engagement activities that were not handled by VCTC staff, including the conduct of a countywide e-survey and a mail-out survey to dial-a-ride users. AMMA constructed an Integration Action Plan that was responsive to the VCTC policy direction, recognized input from the operators and sought to improve service quality.

Ventura County shares several similarities with Tuolumne County, particularly in the significant rise of on-demand service requests, while fixed-route ridership remains relatively stable or grows more slowly.







Status

Ongoing [Anticipated end Jan 2026]

Dates

October 2023 – present

Reference

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AMMA
TRANSIT PLANNING INC.

Visalia Transit Short Range Transit Plan

Visalia, California

The Short Range Transit Plan for the City of Visalia involved a thorough assessment of the system performance and agency financial data. Development of the Plan also provided a number of different forums for community input and involvement to gain insight on transportation needs. AMMA was a subconsultant to Majic Consulting Group on this effort responsible for an analysis and its Green Line Call Center, providing trip planning information for Visalia Transit, the Sequoia Shuttle and the Vista Towne Trolley. Recommendations related to increased efficiency in call-taking, improvements around customer service and better reporting tools. AMMA was also responsible for a review Visalia's Dial-A-Ride program. AMMA prepared service standards, service recommendations, and developed a five-year operating, capital and financial plan for the City's Dial-A-Ride service. Operational areas of recommendation focused on the dispatching and trip reservation processes to improve productivity. An extensive analysis of fares and fare policy was developed to recommend a graduated fare increase for this service.

Status

Complete

Dates

2012–2013

Key Staff

Heather Menninger
Dennis Brooks

Reference

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AMMA
TRANSIT PLANNING INC.

2 Project Understanding

JWA's Approach

Project Understanding

Visalia is seeking not just a transit plan but a "reimagining." We believe this word was first used for the Houston network redesign that we worked on in the early 2010s. It suggests the need to question everything about how the current network works, While many transit plans look narrowly at how to tinker with service to solve a few problems, reimagining requires erasing the map and thinking from scratch about what pattern of service would best meet the needs of the communities served.

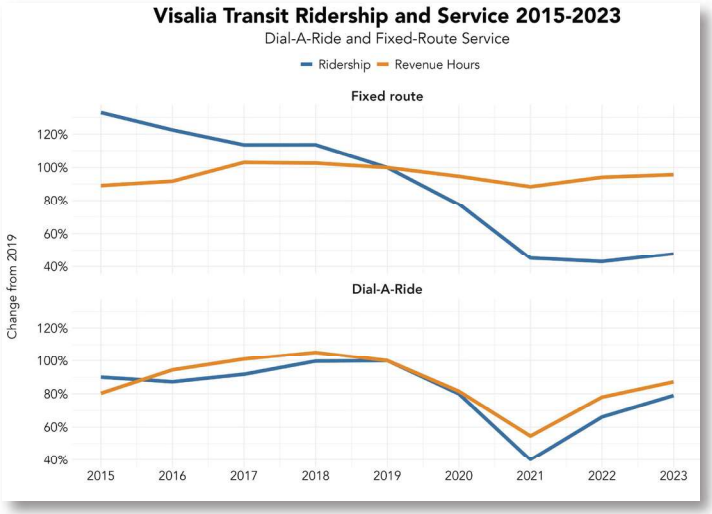
Visalia currently has a respectable fixed route system. Its Mooney Avenue line is the only high-frequency bus line between Fresno and Bakersfield. Virtually the entire city is covered, though much of it with hourly services. The downtown transit center appears to be well-sited and functional.

At the same time, Visalia Transit serves as a key regional connector, linking the City with surrounding cities such as Farmersville, Exeter, Tulare, and Goshen, and providing connections through the V-LINE, which offers service to Fresno and Fresno Yosemite International Airport, and connections to other regional agencies like the Tulare County Regional Transit Agency (TCRTA). Strengthening these regional ties will be an important focus of the plan, identifying opportunities to improve transfer coordination, align schedules, and enhance intercity connectivity. By balancing its dual roles as both a local service provider and a regional mobility hub, Visalia Transit can continue to play a vital part in shaping an integrated, efficient, and sustainable transportation network for the greater Tulare County region.

Of course, ridership is not what it was before Covid. COVID-19 reshaped the way people move through their communities, highlighting which trips and workers are truly essential to the economy while allowing others to commute less or not at all. These changes have altered both the geographic and temporal patterns of transit demand. As a result, the best network for the future may look quite different from the one you have inherited from the past -- hence the importance of "reimagining."

Visalia Transit has managed to maintain a stable level of service, operating only about 5% below pre-pandemic levels. Ridership, while still recovering, has shown progress. By 2023, fixed-route services were carrying roughly half of their pre-COVID passenger volumes, signaling an opportunity for growth as travel demand continues to evolve.

These trends suggest that a new direction is needed, one that aligns Visalia Transit's service



with today's travel patterns and helps it reach a broader market. But what should that direction look like? Which markets should Visalia Transit focus on serving more effectively, and which may no longer generate strong ridership in the years ahead? Rather than assuming the answers at the outset, we will begin with a comprehensive existing conditions analysis to understand the current system, its policy goals, and the land use and travel demand patterns that shape its potential. Building on this foundation, we will engage with partner agencies, City Council, and the public to explore and refine network design concepts that reflect how travel needs and behaviors have evolved since 2020.

Getting Microtransit Right

Like many agencies, Visalia has been experimenting with microtransit as an alternative to low-ridership fixed routes. The companies that sell microtransit software and service tend to make it sound like an exciting new invention, but the basic idea has been around for decades as "Dial-a-Ride." Microtransit apps and communications technology have made the service more efficient and responsive, but the idea is the same: Instead of following a fixed route, the vehicle plots a path through a zone based on who has requested service on that trip.

Where demand is high, fixed routes are more efficient because they encourage customers to walk to a stop, which then puts the customers along a path that people riding the bus will perceive as reasonably straight. However, this efficiency depends on concentrating demand; fixed routes work best where many people want to travel in roughly the same direction at similar times.

Micro transit service, by contrast, offers flexibility at the expense of efficiency. It sends vehicles only when and where passengers request them, which can be useful in low-density areas where demand is scattered. However, going to pick up each customer individually is an inefficient activity, so microtransit has a low ceiling of productivity -- rarely more than 5 boardings per service hour. Where cities have invested heavily in microtransit, and encouraged its use by making it convenient and attractive, they have often run into the problem of ridership being too high. Fixed routes have spare capacity to handle ridership growth, but when microtransit demand exceeds what one driver can handle in an hour, more vehicles and drivers have to be added, increasing operating cost.

For that reason, it's important to have a clear conversation about the goals of microtransit -- as part of a conversation about the goals of all transit -- and then set microtransit service policies to hit the desired balance. Passengers will love a really convenient system, but sometimes we have to make it slightly less convenient in order to make it financially sustainable. We have done many studies replacing fixed routes with microtransit, and sometimes vice versa, so we know how to handle these difficult conversations.

The Clean Air Challenge

As California advances its shift toward clean energy and emission reductions, new clean air regulations require agencies to transition to zero-emission vehicles. In this context, we will assist Visalia Transit in evaluating how planned service adjustments and future growth identified through the Reimagine project align with the ICT mandate. Visalia Transit has already taken important steps toward this goal by integrating electric buses into its fleet. While the purpose of this project is not to conduct a ZEB feasibility study or develop a rollout strategy, our work to reimagine the city's service network—potentially modifying route structures, frequencies, and operational patterns—will provide an initial foundation for understanding how these changes may influence facility needs, fleet replacement planning, charging infrastructure, and long-term investment strategies to support a smooth and cost-effective transition to a fully zero-emission operation.

Why JWA?

Through our experience working with dozens of transit agencies nationwide, we have found that the most effective plans emerge from a balance of rigorous technical analysis and open, honest dialogue among leaders, partners, stakeholders, and community members. JWA brings both the expertise and the approach to make that story meaningful and actionable. Our team combines deep experience designing integrated transit networks across California's diverse regions, from the rural communities of the Imperial Valley and Morongo Basin to mid-sized cities like Monterey, Salinas, and Vallejo, helping agencies balance local circulation, regional connections, and innovative mobility options.

We understand the unique context of Visalia: a growing Central Valley city with a vibrant downtown, strong regional employment anchors, and a mix of urban and agricultural travel needs. (Our founder Jarrett Walker worked on projects all over the Central Valley, including in Visalia, during the first decade of his career in the 1990s.)

JWA's experience working in communities of similar size and complexity allows us to provide tailored, data-driven recommendations that fit Visalia's land use patterns, travel behavior, and operational realities.

Beyond technical expertise, our approach is rooted in narrative and collaboration. We design planning processes that ask: What story does Visalia Transit want to tell about its role in the community? What kind of service network and investment priorities will support that vision? Through clear visualizations, transparent communication of trade-offs, and an inclusive public process, we will help Visalia Transit and its stakeholders make informed decisions that reflect both community values and operational feasibility.

Ultimately, JWA will deliver a plan that not only meets the requirements of the SRTP but also lays the groundwork for sustained growth, and equitable mobility, helping Visalia Transit define the next chapter of public transportation in the City and Tulare County.

Our Unique Approach & Qualifications

At Jarrett Walker + Associates, our approach to transit planning is different from that of some other firms in these ways:

We collaborate with staff.

Transit agency and municipal staffs have a wealth of knowledge about the current transit system and its context. In designing transit services and networks, we work with local staff as much as they would like. It is important to us that we share ownership and understanding every step of the way, so that staff, politicians and board members can explain and implement new plans with confidence. We would rather not give you a "consultant's recommendation." We would rather work with you to create your plan, a plan that you like and that you have the tools to advocate.

We distinguish between technical analyses and value judgments.

As Jarrett writes in his book Human Transit, "My job is not to make you share my values, but to give you the tools to clarify yours." We are planners, but we are also facilitators, analysts, illuminators, synthesizers, and presenters. In those roles, we ask questions about your community's values and priorities, but we do not answer them. We know the difference between our technical expertise and your community's desires for its future. We don't confuse the two, but we integrate them into a plan that is technically rigorous and clear about its priorities.

We make the trade-offs clear.

Transit planning is not just a technical task. It brings up questions of values and priorities that your community, and leaders, need to think about. We want stakeholders and elected leaders to think about these choices, so that they arrive at decisions whose consequences they understand. This approach has grown out of JWA's years of experience and out of his observations of the conceptual barriers to clear thinking about transit. He continues to refine these techniques in planning processes all over the U.S., Canada, Australia, and New Zealand.

We listen and educate at the same time.

We take every meeting with the public or stakeholders as an opportunity to engage them deeply in transit planning, and this works best if they share an intuitive sense of how transit works and what trade-offs it presents. Our public and stakeholder involvement processes don't just generate competing "wish lists" from constituent groups that we, or you, have to reconcile. Instead, they generate thoughtful public input on the real, hard choices that transit agencies must make.

We are always sharpening our explaining tools.

Most people don't understand the fundamentals of transit's geometry and costs, or how a network design expands or reduces people's liberty, so the explanation is as important as the plan. We have a long track record as explainers, trough Jarrett Walker's book and blog; through our popular courses, presentations and workshops; and through many successful plans. We are always pioneering new ways to make transit choices and outcomes clear, because we want everyone to understand.

JWA brings extensive experience in both short- and long-range transit planning, supporting agencies as they update network designs, align service with evolving demand, and develop strategic blueprints for future growth. Our work ranges from near-term service redesigns—such as the Monterey-Salinas Transit and Santa Cruz Metro redesign, —to long-term mobility visions that guide investments over 10–20 years (like our current work for agencies like TriMet and PACE). In each case, we emphasize data-driven analysis, clear public communication, and scenario planning to help agencies evaluate trade-offs and make informed decisions grounded in rider needs, equity goals, and financial realities. Across all projects, JWA ensures full compliance with federal, state, and local regulatory requirements, including Title VI equity analyses, environmental review standards, and regional planning coordination. We routinely integrate performance metrics, accessibility metrics, operational analysis and evaluations and stakeholder engagement processes that meet or exceed regulatory expectations.

Engaging with Officials

Other transit planning firms see their job as building an objective, technical case for a plan, and then standing back and letting the political process happen. That rarely works and it never provides staff with clear and durable decisions that they know are implementable in the long-term. We know from experience that clear conversations lead to confident decision, so we propose that through this process we and Visalia Transit staff will proactively engage with the major external stakeholders and Council members.

Engagement will mean educating people about the real choices that Visalia Transit faces; listening for surprising points of agreement and disagreement; and helping people find their way to a deal they can live with. We've built our long track record of successful network implementations—more than any other US transit planning firm—on this approach.

We do rigorous technical work, but we never confuse facts with values, and we don't tell your community or your leaders what their values or goals should be. Our role is to clarify the facts, present actionable choices, and find creative ways to move you forward.

Many planning processes are built around the idea of setting high level goals and then letting the network design flow from those principles, but you should not expect it to be the end of the goals conversation. Why? Because when people see maps of network concepts or proposals, they often have strong reactions that don't match the policy statements they've agreed with up to that point. We see this everywhere, and it's not a criticism of anyone or any place. It's simply easier for people to agree with policies in the abstract, and much harder once they see exactly what the policies mean in geographic terms and service terms.

Therefore, to help everyone more clearly understand the potential outcomes, we propose two critical engagement approaches: an intensive stakeholder engagement process and a concepts process.

Contrasting Concepts

You should expect stakeholders and the public to have debates about network planning, the kinds of debates we specialize in facilitating and bringing to resolution.

For that reason, we have proposed more detailed network concepts than you may have envisioned in the RFP. We use a concepts process in most network planning processes, to illustrate difficult trade-offs.

The trade-offs may be difficult in that people don't know they exist – some people may think there is an obvious way to provide transit, and they don't understand why the transit agency doesn't just do it "better."

Or the trade-offs may be difficult because they require balancing important goals that cannot be pursued with the same dollar. For example, many agencies are asked to achieve high ridership by focusing more of their service into better frequencies in busy places. Meanwhile, they are also asked to spread service out to cover more streets and more areas, which means it can't be concentrated into frequent routes. These two actions can't both be taken within a limited budget – it's mathematically impossible.

When we lead a concepts process, we make the concepts realistic – but they are not imminent proposals. Instead, they help people understand conflicting transit goals, and imagine how different their transit system could be. This ensures that we are asking the public for actionable input on the real choices transit agencies need to make.

How do we gather this input? We facilitate the conversation differently for three different groups of people:

The Council and other elected leaders. These people will either make the planning decisions themselves or have major influence on the decisions. In addition to meeting with them publicly, we like to brief them privately so that they can speak openly and get all of their questions answered. We have proposed three public briefings for City Council. We will also be available for individual briefings of council members and other local politicians.

Key External Stakeholders. We invite key stakeholders to have closer access to the planning process in return for representing the process back to their own communities. They may represent civil rights groups, churches, neighborhoods, disability advocacy groups, environmental groups, chambers of commerce, universities or medical facilities. We propose to lead workshops for these stakeholders where they can grapple with the issues more closely, with interactive "planning games" that help them understand the network design problem for themselves.

The public. Having worked with dozens of Boards and Councils on projects like this one, we know that they need a certain amount of public input to feel confident in their decisions. We therefore propose some public engagement within our core approach. We also propose a public input timeline that will inform key decisions as well as the smaller decisions that Visalia Transit staff and consultants will make along the way.

Network Design Collaboration

Whenever possible, JWA develops new networks in collaboration with local staff. We call this a Network Design Retreat. This is an intensive workshop, where consultants and staff develop new ideas and test them out in new networks. We call this a "retreat" because it should feel like an event: calendars cleared, phones off, no interruptions.

Collaborative planning in a Network Design Retreat:

- Ensures we have the benefit of Visalia Transit's experience and knowledge, not just data.
- Gives Visalia Transit staff ownership of the ideas in the Plan.
- Produces better network designs than any consultant could create on their own.

Who should attend this retreat? At a minimum, Visalia Transit planning staff and people familiar with operations and scheduling.

We also recommend engaging land use and traffic staff from partner jurisdictions. Managing this efficiently can be tricky, but it is possible: for DART in Texas, we managed the participation of all 13 member cities!

JWA puts a lot of thought and work into the design and preparation for these retreats. We have crucial data at our fingertips, we've done our homework, and we've helped our client prepare so that the time is focused yet creative, and extremely productive.

While they require a big investment of valuable staff time, Network Design Retreats result in durable ideas that have a better chance of political and organizational acceptance. Planning staff sometimes tell us that the Retreat was one of the most rewarding experiences of their transit career. Retreats like this are a good investment with a big payoff in the future.

Not everyone can afford the time, however. That's why each Retreat day ends with a "4 pm check-in." This is a time when other internal stakeholders can view and comment on the work in progress. Visalia Transit might want to invite City Council members to these check-ins.

We propose to use in-person Network Design Retreats to develop the concepts and virtual retreats for the Draft Plan and the Final Plan.

Back it up with top quality analysis, maps and visualization

At JWA we are constantly developing tools that help people see transit more clearly. A technological revolution has made it possible to show more transit data than ever before, and we use these tools to create visual displays that reward people's curiosity without overwhelming them.

Cartography. Without clear maps, it is hard to understand how a transit network works. Our maps are grounded in cartographic best practices, and refined through our work on service branding and customer information. Their immediate purpose is to support clear conversations about the plan, but they can often be re-purposed to create public-facing maps after the plan is finished. The map below is an example of some of the high-quality map design JWA routinely executes, both in planning studies and in standalone cartography projects.

Replica. We use Replica to understand recent travel patterns, remote workers' travel patterns, mode share, and traffic and demographic data. The understanding we gain from our use of this tool can inform the local and regional service ideas that we develop for the service implementation plans.

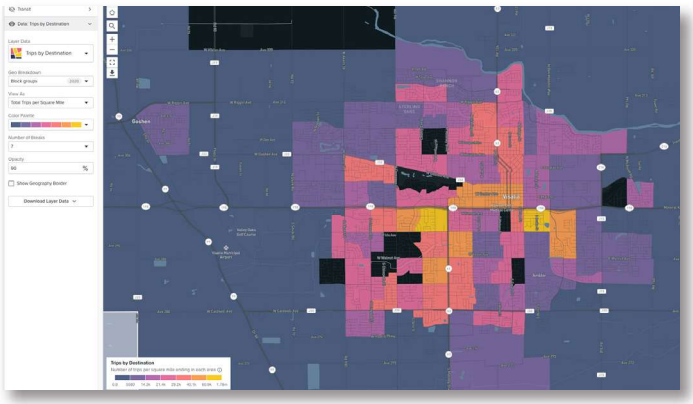


Figure 1: In this example, the Replica dashboard shows the number of trips destinations in Visalia on a typical day during the Spring of 2025. This data is going to be key to understand transit demand, commute trips, and remote work.

Isochrones. One of the best tools for explaining the mobility outcomes of a transit change is a map showing the area a person can go in a given amount of time, based on a known starting point. Isochrones show freedom in an immediate way: "here is where you can go." In doing this, isochrones measure how transit can contribute to opportunities, like going to a certain school or holding a certain job. And because isochrones can show the local benefits of a service change in any place, they can be responsive to a city councilor, neighborhood, or local business.

Access Analysis Mapping. We create our access analyses by generating isochrones for hundreds of points, and calculating how many people and jobs are in each isochrone, comparing existing service and the scenario under consideration. This tool highlights the trade-offs that come from pursuing different goals, and makes the big-picture consequences of any network change immediately visible.

Interactive Data Viewers. We create certain visualizations specifically for the project and agency staff. This includes an interactive data viewer that we prepare in advance of each Core Design Retreat. The data viewer is an online mapping tool that allows project staff to visualize and overlay key data about the network, demographics, ridership, and other operating characteristics relevant to network design.

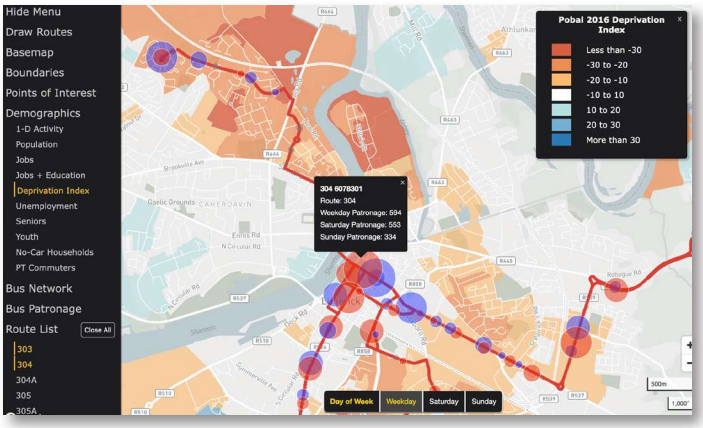


Figure 2: Screenshot from an Interactive data viewer prepared for network design in Limerick, Ireland. This shows an overlay of high-poverty areas (orange) with the paths and observed boardings on the two most frequent routes in current service.

Focus on Access and Freedom

How do we measure the usefulness of each conceptual network?

A transit plan can improve people's lives by giving them more freedom and opportunity. Job access is just one aspect of freedom and opportunity. We can go from "What jobs could I compete for?" to "Where could I shop? What schools could I go to? What social or cultural opportunities do I have?" all the way to "Who could I meet?" This is such a powerful idea, that we create maps and pictures illustrating our freedom, as seen in Figure 3. Describing transit plan outcomes in terms of freedom is one of the most powerful ways we have found to help people understand transit investments.

The picture of your freedom is an isochrone—a shape representing the area a person can reach from a starting point in a given period of time. We use isochrones and numerical indicators drawn from them to understand the way that transit benefits are dispersed throughout a service area. For example, one of our analysis tools is an access heatmap, which provides an understanding of how useful the transit system is for reaching jobs in 60 minutes from all parts of the service area. These tools are especially powerful as the comparisons of access between concepts concepts can vividly show the potential value of re-imagining a new transit network or the compelling reason for a major change.

The access analysis, proximity analysis, maps of the concepts and other materials will be compiled into an additional chapter to be added to the SRTP. The full and final Choices Report and related materials will then form the basis of a public and stakeholder conversation in Round 1 of engagement.

While our team will perform many kinds of analysis, we have found that the most powerful analysis for network reimagining is access analysis.

Access analysis answers the question: "Where can I get to in a reasonable amount of time?" The answer to that question can be shown as an area on a map. The number of useful destinations inside that area approximates that person's access to opportunity. We sometimes call this a "freedom analysis" because we're literally measuring the freedom transit provides to people. If a person can't get to a place in a reasonable amount of time, they can't partake in what happens there, so they have fewer choices and are less free.

In an access analysis we can measure benefits at the individual, municipal and regional level. Most people care about their access to jobs, groceries, healthcare, etc, from their own home. Elected officials often care about how access will change for all of their constituents, or major employers, or specific groups such as low-income residents or seniors.

Finally, access is, unsurprisingly, a good predictor of ridership. It measures the likelihood that anyone, consulting a trip planner at a random moment with a particular trip in mind, will find that the transit travel time is reasonable.

A high access transit network is giving people the type of freedom that we get from driving: the freedom to go many places, whenever we want.

These unique approaches and tools are central to the approach that JWA brings to all our transit planning work and they are proven methods to achieve confident decisions and implementable plans for our clients.

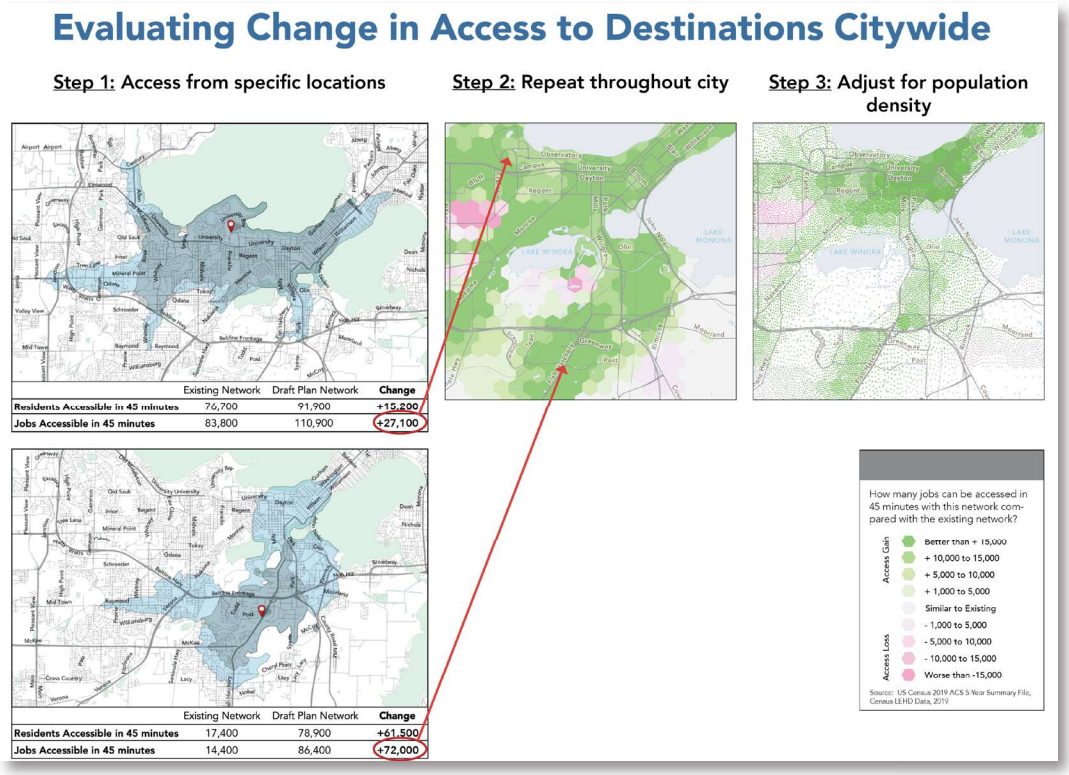


Figure 3: Isochrones (left, step 1) are maps of access outcomes starting from a particular location. By running isochrone analysis throughout a whole city or county, we can map the degree to which access to destinations improves or deteriorates in different areas (step 2). We can then weigh those outcomes against population density, to demonstrate whether more people are positively or negatively affected.

3 Project Management

Project Management Organizational Chart

Project Management

Jarrett Walker + Associates (JWA)

JWA Would be the prime contractor. JWA would lead most technical tasks, and help guide the key themes and issues to address in public outreach, participate in stakeholder conversations, and present to the Visalia City Council, committees and/or other decision-making bodies as appropriate. We propose **Álvaro Caviedes** as the Project Manager for this SRTP. Álvaro brings over 9 years of exceptional experience in transit and data analysis and has consistently demonstrated strong leadership, strategic thinking, and a results-driven approach to managing complex projects. Álvaro can perform work in both English and Spanish, without the need to relay communication through a translator. He has reliably presented to audiences (Councils, stakeholders and the public) in both languages, and translated material for public outreach activities. Álvaro will be supported in this effort by a team of experts, including our founder Jarrett Walker.

AMMA Transit Planning

AMMA would be a subcontractor to JWA. AMMA would lead the planning and execution of most of the public outreach activities. This would include stakeholder interviews, surveys, tabling events, one-on-one meetings, project website updates and public engagement material. AMMA would also lead the financial plan and perform tasks related to the analysis of microtransit service.

We understand that consistency and predictability in project staffing is critical to the success of any major network design study. As such, we commit that the key personnel proposed will be available to perform the proposed services for the duration of this contract, and that no person designated as “key” to the proposed service shall be removed or replaced without the prior written concurrence of Visalia Transit. We have a highly capable team currently supporting multiple projects, and we are pleased to confirm that we have sufficient capacity to take on this engagement without impacting the quality or timeliness of our other commitments.

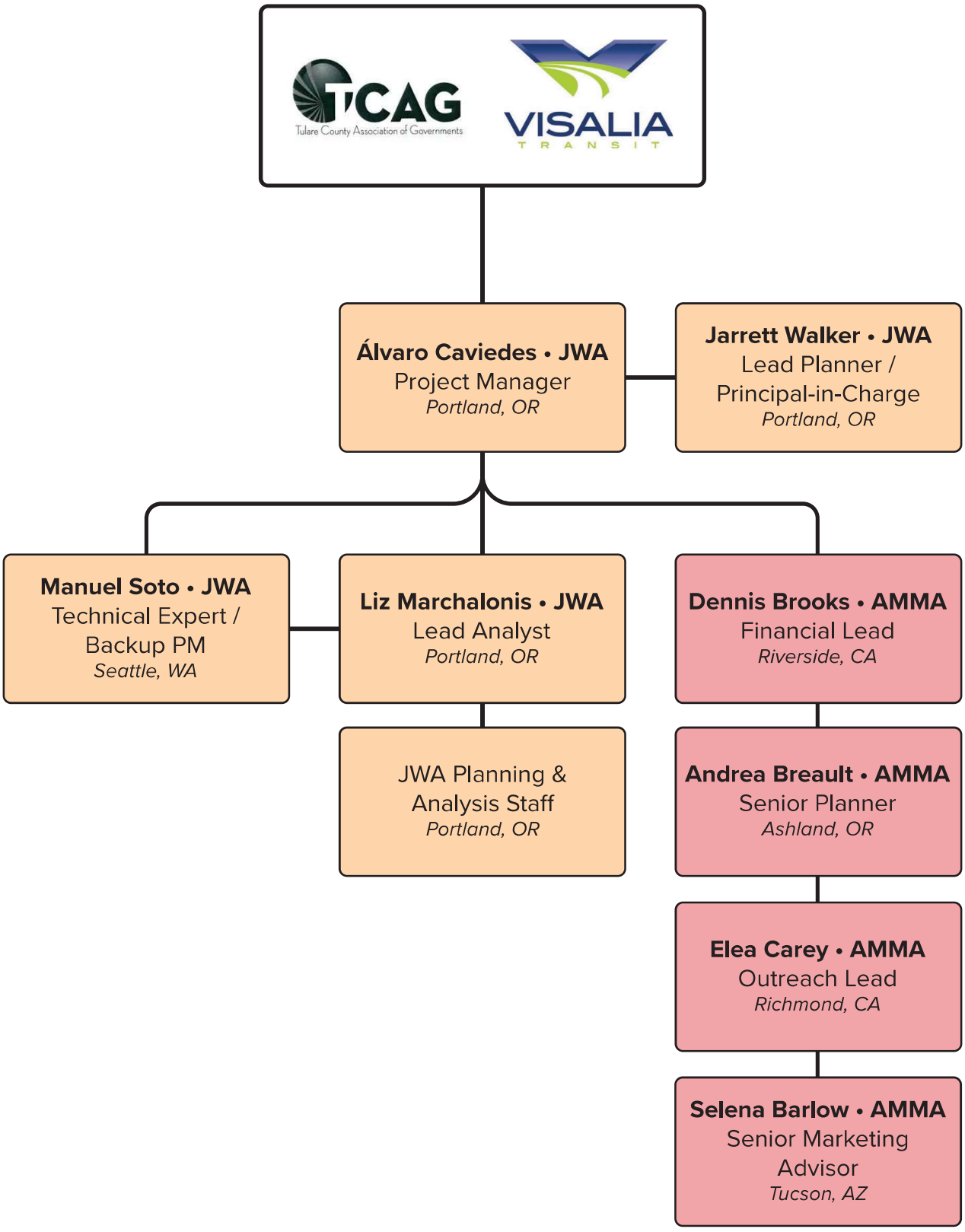
Additionally, our core technical team has availability to support project needs and scale as necessary based on the timeline and deliverables. This allocation reflects our commitment to delivering high-quality results while maintaining the agility to respond to project needs as they evolve. We estimate staff’s availability based on the level of commitment and attention necessary, based on the person’s position in the organizational chart. Hours dedicated in our budget estimates (see Cost Proposal).

JWA and AMMA are not included on the U.S. Comptroller General’s Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts.

There are no current or pending lawsuits or legal actions involving JWA, nor have we had any within the last 5 years. Similarly we do not have any known conflicts of interests with TCAG or any of the eight incorporated cities in Tulare County, The Count of Tulare, or any of their officers and officials.

The structure of this team and key personnel involved are resumed in the Organizational Chart and Key Personnel descriptions that follow.

Organizational Chart



4 Project Personnel

Key Staff Qualifications
Resumes

Team Qualifications

JWA

Álvaro Caviedes

Project Manager. Location: Portland, OR

Álvaro is a project manager, transit planner, and data analyst at Jarrett Walker + Associates. Álvaro's combination of technical and people-focused experience has honed his ability to communicate complex information in English and Spanish to a diverse range audiences and support policymakers in confident decision-making. **As Project Manager, Álvaro will lead all of the consulting team's efforts.** Álvaro will be ultimately responsible for the quality and timeliness of all project deliverables. JWA has proposed a Hispanic project manager (Álvaro) who can perform work in both English and Spanish, without the need to relay communication through a translator. Álvaro is currently managing the Clovis, CA Strategic Operations Plan, and has managed the recent Transit Master Plan update for the City of Canby, and participated as a Deputy Manager and lead analyst in bus network redesign projects like Imperial County California, Monterey Salinas Transit, PACE ReVision Network, and Santa Cruz METRO.

Manuel Soto

Principal/Senior adviser. Location: Seattle, WA

Manuel is a transit planner and mobility specialist with more than 20 years of experience in the design of public transit networks and planning of service operations. He has helped transit agencies across the United States (particularly in California) with implementation of many types of services including fixed-route, bus rapid transit, commuter express, demand response, microtransit, and shuttles. He can also perform in both English and Spanish. Manuel will provide support on the financial plan, operations analysis, and contract review. He will also work closely with AMMA to identify synergies between microtransit and paratransit operations where possible.

Jarrett Walker

Lead Network Planner. Location: Portland, OR

Jarrett is an international consultant in public transit planning and policy. In his 28 years of transit consulting, he has worked on more than 200 public transit planning projects. He has led network design projects in more than 50 cities, many of which have been implemented successfully. **As Lead Network Planner, Jarrett's primary role will be to facilitate network design workshops.** He will also provide follow-on advice as needed, and review first drafts of any reports on existing conditions and the service implementation plans.

Liz Marchalonis

Lead Analyst. Location: Portland, OR

Liz will serve as an analyst and cartographer as well, supporting the team through the analysis of existing conditions and the development of material to build the SRTP presentations and reports. **As Lead Analyst, Liz will lead our team on all technical, mapping, and analysis-related issues**. Liz offers experience in municipal planning, geographic analysis, data analysis and cartography. She is knowledgeable about California transportation plans and challenges thanks to her work in the Coachella Valley, Morongo Basin, and Imperial County.

AMMA

Dennis Brooks

President, Financial Specialist & Transit Planner
Location: Riverside, CA

AMMA's President and Transit Planner, with a specific background in financial analysis and planning for demand response transit. He recently concluded the Riverside County Transportation Commission project to prepare the Transit Policies, Procedures and Operator Funding manuals for both the Commission's and the county's public transit operators. He also completed a paratransit "interoperability" project to improve data exchange in a coordinated paratransit program among Ecolane, 5M, and TransTrack software platforms. Among extensive small-operator technical assistance roles, he assisted the Ventura County Transportation Commission and 2-1-1 Ventura County in designing a call-center enhanced transit information program and securing FTA 5310 operating funds. Mr. Brooks is currently leading the Short Range Transit Plan for Mountain Transit in San Bernardino County.

Andrea Breault

Senior Planner. Location: Ashland, OR

Andrea's areas of expertise include shuttle operations, parking management, dispatch systems, fleet procurement, and community outreach. She is currently leading and supporting projects across Riverside, San Bernardino, Ventura, Butte, and Imperial Counties, focusing on the development and update of Coordinated Public Transit–Human Services Transportation Plans, ADA Transition Plans, and Short-Range Transit Plans. In Ventura County, Andrea is managing the development of an integration plan to consolidate nine dial-a-ride systems, a project that requires extensive stakeholder coordination and interagency collaboration. In Riverside County, her team's outreach efforts generated nearly 800 public survey responses, strengthening the data foundation for future transit planning efforts.

Elea Carey

Community Engagement and Outreach Lead
Location: Richmond, CA

Elea's background includes thirty years as a communications consultant and in senior communications roles, including a decade serving investors and tech firms in Silicon Valley and developing Spanish-language promotions for emerging markets. She launched Transit Happy in 2020 and has clients across the United States. Elea designs and implements community outreach strategies to gather vital input for planning projects. Recent work in gathering community input includes short-range transit updates for Mountain Transit in the San Bernardino County, B-Line Transit in Butte County, Glenn Transit Service in Glenn County, and working with AMMA Transit Planning to support JWA' strategic operations plan project in Clovis.

Selena Barlow

Senior Advisor. Location: Tucson, AZ

Selena, sole proprietor of Transit Marketing, has more than 30 years of experience marketing and planning public transportation services throughout the US. Selena specializes in community engagement and in developing marketing plans, brands, and campaigns for transportation agencies. She has worked with dozens of small-urban and rural transit agencies throughout the US, including in Fresno County and its adjacent counties. She's experienced in developing and leading nuanced, tailored community outreach plans that yield unique and accurate rider, stakeholder, and potential-rider feedback.

Álvaro Caviedes

Senior Associate

JARRETT WALKER + ASSOCIATES

Álvaro Caviedes is a transit planner and data analyst at Jarrett Walker + Associates. Álvaro has skills in project management, network planning, and transit policy. He focuses on facilitating conversations about transit by clearly communicating choices and navigating the local politics of each community. He brings experience in urban planning, social equity, cartography, and research from his work in North and South America. He is also skilled in programming and automating large analysis tasks. Álvaro holds a dual master's degree in Urban Planning and Civil Engineering and has supported JWA by creating products and translating documents into Spanish to reach a broader audience.

Education

Master of Urban and Regional Planning, Portland State University, 2017

Master of Science, Civil Engineering, Portland State University, 2017

Bachelor of Science, Civil Engineering, Universidad de los Andes, 2012

Positions Held

2019 – present	Senior Associate, Jarrett Walker + Associates
2018	Data Analysis Intern, Puget Sound Regional Council
2017 – 2018	Consultant, Inter-American Development Bank
2014 – 2017	Research Assistant, Portland State University

Transit Network Plans

Álvaro Caviedes has taken a lead role in many transit planning projects, including:

» Project Manager for the Transit Master Plan in Canby, Oregon, and co-managed the second phase of the network redesign project in Dallas, Texas.

» Deputy Project Manager for full bus network redesign projects in the Chicago suburbs (PACE); Imperial County, California; Santa Cruz, California; Monterey County, California; and Dallas, Texas.

Spatial and Transportation Data Analysis

Álvaro is skilled in statistical analysis, data visualization, spatial analysis, and GIS. His experience in JWA includes:

» Consultant project manager and analyst for the Canby Transit Master Plan, Canby, Oregon.

» Analyst for the Santa Cruz Reimagine METRO project. Álvaro also managed and designed the new public-facing network and route maps for Headways, METRO's schedule magazine.

» Transit network design, access analysis and cartography for the Forward Together Analysis for TriMet, in Portland, Oregon. This analysis included an evaluation of different corridor options for one of the main segments in the network in order to identify the best frequency and terminus options.

» Detailed transit performance assessment and access analyses in support of a DART New Bus Network, implemented in 2022. He managed a 5 and 10 year plan to improve service in the service area. This analysis includes an evaluation of transit flexible options (GoLink) and their integration into the overall network. Álvaro also facilitated online community meetings in Spanish.

Jarrett Walker

Founder + Principal Consultant

JARRETT WALKER + ASSOCIATES

Jarrett Walker is an international consultant in public transport planning and policy, including the links between transport and all aspects of community planning and urban structure. His clients include transport authorities, cities, developers, and non-profits – anyone who wants to make better use of public transport to support their goals.

In his over 30 years of consulting, Jarrett has been the lead planner on more than 100 public transport planning projects in North America, Europe, Australia, and New Zealand.

Jarrett is also known for his work educating stakeholders about the choices that public transport requires, building clear public consultation processes, and helping organizations form coherent and implementable transport goals. He is author of the popular book *Human Transit*, which explains transit concepts to the general reader, and HumanTransit.org, a blog and collection of articles explaining key transport concepts and emerging issues.

Education and Past Employment

He holds a Ph.D. from Stanford University (1996) and a BA from Pomona College (1984). His past employers are Nelson/Nygaard (1993-2005) and MR Cagney in Australia (2005-10). He founded Jarrett Walker & Associates in 2011. At JWA, he serves as project director and lead planner for all of the firm's major network design projects.

Transit Network Design Studies

Since 1993 Jarrett has led the planning on about 100 bus network redesigns, most of them successfully implemented, including recent ones in Houston (2013-15); Dublin (2017-20); San Jose and Silicon Valley (2018-20); Auckland, New Zealand (2015-21), Cleveland (2019-22), Dallas (2018-22), Miami (2022) and many others.

Transit Expansion Programs

Jarrett has led the transit planning behind many successful funding proposals for transit expansions, including in Raleigh, North Carolina (2016) and Indianapolis (2016).

Transit Infrastructure and Land Use

Jarrett was worked on many projects integrating transit infrastructure with land use – including major transit station projects in Vancouver, BC; Surrey, BC, and Edmonton. He frequently provides input on the design of transit facilities to improve transit service performance.

Publications

Book: *Human Transit: How Clearer Thinking about Public Transit Can Enrich Our Communities and Our Lives.* Island Press, 2011 (first edition), 2024 (revised edition).

Scholarly Papers:

- 2008 "Purpose-driven public transport: creating a clear conversation about public transport goals." Journal of Transport Geography, 16 (6): 436-432.
- 2018 "To Predict with Confidence, Plan for Freedom," Journal of Public Transportation, 21 (1): 119-127

Manuel Soto

Principal Associate

JARRETT WALKER + ASSOCIATES

Manuel is a transit operations and mobility specialist with 25 years of experience in transit network design, operations analysis, and strategic planning. He has assisted transit agencies across the country in planning and implementation of fixed routes, shuttles, demand response, and microtransit services. Manuel has also conducted many successful transportation demand management (TDM) programs.

Education

Urban Planning - Master of Arts, University of California, Los Angeles, 2001

Positions Held

2024 – present:	Principal Associate, Jarrett Walker + Associates (Seattle)
2022 – 2024:	Principal Planner, Toole Design Group (Seattle)
2017 – 2022:	Senior Consultant, Walker Parking Consultants (Seattle)

Transit Network Plans

Manuel has managed dozens of transit network redesigns, working with systems of all sizes, including:

- Los Angeles, California (2001-2006)
- San Bernardino, California (2002-2003)
- Baltimore, Maryland (2005-2006)
- Honolulu City/County, Hawai'i (2010-2011)
- Cincinnati, Ohio (2011-2012)
- New Orleans, Louisiana (2011-2012)
- Richland-Kennewick, Washington (2015-2016)
- Port Angeles, Washington (2020-2021)
- Mankato, Minnesota (2023-2024)
- Yucca Valley, California (2024-2025)
- Imperial Valley, California (2025-2026)
- Coachella Valley, California (2025-2026)

New Transit Service Implementation

Manuel has supported the implementation of new services, including guiding vehicle selection and implementation of fare collection, vehicle location tracking, and passenger counting systems, including for:

- Microsoft Connector Bus, Seattle (2007-2016)
- Seattle Children's Hospital (2009-2015)
- Fresno County Rural Microtransit (2018-2020)
- Monmouth-Independence Trolley (2021-2025)

Shuttles, First/Last Mile Service and Campus Mobility Planning

Manuel has led many shuttle-service planning and redesign projects for downtown districts, medical centers, universities, and Fortune 500 corporations such as Amazon, Boeing, Microsoft, and Nike. Manuel has also led campus-wide mobility strategies to reduce drive-alone commuting and parking demand, and increase use of active transportation modes. Clients have included:

- Nike Corporation, Beaverton (2015)
- Sutter Health/California-Pacific Hospitals, San Francisco (2014-2018)
- University of Iowa, Iowa City (2019-2020)
- Emory University Shuttles, Atlanta (2020)
- Texas A&M University, College Station (2020-2021)
- Clemson University, Clemson (2020-2021)
- Whole Foods Market Global Office, Austin (2019-2020)

Liz Marchalonis

Associate

JARRETT WALKER + ASSOCIATES

Liz provides cartography, data analysis and publication support for JWA's transit network planning efforts. She brings her professional experience in the architecture industry, and an eye for detail and clear communication, to her work on behalf of JWA's transit agency clients.

Education

GIS Certificate, Portland Community College, 2023

Bachelor of Architecture, University of Arizona College of Architecture, Planning and Landscape Architecture, 2004

Positions Held

2023 - Present	Associate, Jarrett Walker + Associates
2014 - 2021	Architectural Designer, WDP

Project Management, Concept Development, Space Planning, Property Research, Commercial and Residential Code Research and Permitting, Custom Fabrication Drawing, 3-D Modeling and Rendering, Commercial Tenant Improvement

Transit Network Planning & Analysis

» Basin Transit SRTP | Morongo Basin, CA: Participation in public outreach events and on-site bus stop assessment. On-demand productivity and zone mapping.

» Pace ReVision Suburban Bus | NE Illinois: Design support and preparation of network alternatives report and creation of public survey.

» MARTA Bus Network Design | Atlanta, GA: Network design support and preparation of final reports and public outreach documents

Cartography & Design

» ATI | San Juan, Puerto Rico: Design and production of bilingual public-facing network and route maps.

» MARTA Bus Network Design | Atlanta, GA: Preparation of public-facing maps showing a proposed new network and analysis results

» Pace Suburban Bus, RTA | Northeastern Illinois: Mapping demographic and Census data and network cartography

» IVT | Imperial Valley CA: Maps of Census and Replica data for existing conditions report

AMMA
TRANSIT PLANNING INC.

Dennis Brooks

President

ABOUT

Dennis Brooks' considerable financial and mathematical abilities are coupled with his own highly organized style, enabling him to provide strong analytic products that are foundational to project efforts and shape project recommendations. He has been with AMMA for 19 years and brings considerable experience as technical assistance liaison for discretionary grant programs and analytical assessments of demand response programs. Mr. Brooks is effective in helping agencies navigate transit regulations and requirements, managing discretionary grant programs from federal, state and local sources, and

PROJECT EXPERIENCE

- **Short Range Transit Plan for Ventura County | Demand Response Lead.** Dennis leads the regional demand response analysis and countywide integration assessment effort for transit operations in the County of Ventura.
- **Butte County Association of Governments (BCAG): Non-Emergency Transportation Needs Assessment for Butte County | Co-Project Manager.** Dennis led this needs assessment with Valerie Mackintosh to identify NEMT needs and feasible solutions for this rural and small urban county. Recommendation included a suite of strategies to address rural and small urban medical transportation needs.
- **Placer County Transportation Planning Agency: South Placer Transit Information Center | Project Manager.** Dennis led an in-depth assessment of the South Placer Transit Information Center, demand response call reception and scheduling center to inform decisions in addressing rising operating costs and diminishing funding sources.
- **San Luis Obispo Council of Governments: Central Coast Rail Services Study | Route Scheduling and Logistics.** Dennis developed bus schedules and timetables for two intercity bus services over three projected timeframes, across multiple scenarios, to supplement anticipated increased coastal rail service between Salinas, Santa Barbara and the Central Valley.
- **Pomona Valley Transportation Authority: Technology Integration Assistance | Project Manager.** Ensured that three software systems of TransTrack, Ecolane and 3M were communicating effectively, sharing data through standardized protocols, and generating data to be reliably used for NTD reporting.

OTHER RELEVANT PROJECTS

San Bernardino County Transportation Authority (SBCTA): Transit and Specialized Transit Staff Support and Technical Assistance | Project Manager

Riverside County Transportation Commission: Transit Funding Handbook Development | Project Manager

EXPERTISE

- Technical Assistance and Grant Development
- Performance Reporting and Documentation
- Auditing and Functional Analyses
- Coordinated Planning and Outreach
- Operational Analyses and Short-Range Planning

EDUCATION

Associate Arts, Administration and Information Systems, Riverside City College

Associate Arts, Social and Behavioral Studies, Riverside City College

University of the Pacific's Transit and Paratransit Management Certificate program

Andrea Breault

Senior Planner

AMMA TRANSIT PLANNING INC.

PROFILE

With nineteen years of comprehensive experience in transportation operations and planning, Andrea Breault has developed expertise in both the public and private sectors. Over the course of her career, Andrea has worked across a variety of transportation systems, contributing to the efficient and sustainable management of university shuttle and parking services, and fleet management. Specifically, Andrea served as Transportation Demand Management Supervisor for Princeton University, developing TDM programs to reduce traffic and emissions on campus; and then as Assistant Director of Parking and Transportation Services at Tufts University, where she managed parking operations and shuttle services throughout four campuses in Massachusetts.

In addition to her work in higher education transportation, Andrea has spent six years as Transportation Director for Cascades East Transit (CET), where she oversaw a fleet of 85 vehicles, a team of 70 employees, and lead the team through the COVID-19 pandemic. Her focus was on improving CET's demand response program, fixed-route transit, and grant management program. During this time, she helped design and implement innovative transit technology that cater to the needs of a wide range of communities, from urban areas to underserved regions. Her work in the public sector has focused on primarily meeting the needs of rural communities throughout

SELECTIVE PROJECT EXPERIENCE

2018 – 2024 Transportation Director, Cascades East Transit
Lead Cascades East Transit's first Transit Master Plan, Mobility Hub Feasibility Study, and Fleet Electrification Study

2021 Central Oregon's First Employer Vanpool Program
Collaborated with State DOT and local TMA to generate over 60 employer vanpools throughout Central Oregon

2015 Tufts University Shuttle Program and Parking Services
Developed safe and effective late-night student shuttle service across four university campuses

2025 Ventura County's Short-Range Transit Plan
Led effort to integrate nine dial-a-ride systems to reduce inefficiencies and increase productivity levels

2025 Riverside County's Coordinated Plan Update
Led the charge of surveying and analyzing 800 survey respondents on mobility gaps and needs throughout the County

2026 San Bernardino County's Coordinated Plan Update
Operator, agency and stakeholder collaboration to identify transportation needs among vulnerable populations

EXPERTISE

Demand response and fixed-route operations

Grant writing

Federal and State audit requirements

Transit Technology

Call Center/Dispatch Operations

EDUCATION

Masters in Urban and Regional Planning – Rutgers University

Bachelor of Science, Economics – University of Dayton

TRANSIT HAPPY

Elea Carey

Founder and Sole Proprietor

ABOUT

Elea has spent more than three decades helping organizations communicate more effectively. Much of her work has centered around launching new organizations and helping established organizations launch new ideas in new ways. This work included marketing for early Internet initiatives and marketing to Spanish speakers in Memphis, TN, both in the 1990s. Moving to Silicon Valley in 2010, Elea helped lead an early tech incubator and co-founded Women's Startup Lab. After another decade in tech startup and venture capital, at the beginning of the pandemic, Elea turned her expertise to public transit, an industry she'd long admired for its ability to support the daily well-being of millions. Transit Happy serves public transit agencies nationwide, providing strategic communications consultation, creative development, marketing implementation, and media buying.

PROJECT EXPERIENCE

- **King County Metro: I Have Drive and It's Time to Love Your Job.** In the face of the worst hiring crisis in memory, Transit Happy helped King County Washington's largest transit organization promote the many benefits of working in transit. Elea led strategy, creative development, media buying and implementation.
- **Blue Grass Community Action Partnership: Bluegrass RIDE.** BGCAP was a community service agency with a small transit division. Working with Transit Marketing and THINK Graphic Design, Elea and Transit Happy developed a complete marketing plan and campaign to launch four new regional services. Elea led creative concept, strategy, and media buying.
- **King County Metro: I am H Line** With plans to launch the first BRT service in a decade, Metro needed a marketing campaign that would tie H Line to its community. Elea led the creative team that developed multi-language promotions, managed a complex pre-launch, launch, and post-launch media buy, and wove real passenger stories into compelling narratives.
- **Cottonwood Area Transit: Verde Shuttle** Sedona, AZ, employers were eager to hire hospitality workers, but workers struggled with transportation. Working with Transit Marketing, Elea created bilingual marketing materials, including a complete how-to-ride video featuring a local hospitality worker taking the Verde Shuttle to work.

OTHER RELEVANT PROJECTS

San Bernardino County Transportation Authority (SBCTA): Network campaign Creative development, media strategy, media buying, campaign management and implementation

Northwest Oregon Transit Alliance: NW Connector Paid and organic social media strategy, buying, and implementation.

EXPERTISE

- Marketing strategy
- Marketing and media research
- Creative development
- Campaign implementation
- Media buying
- Social media
- Paid advertising
- Multi-lingual campaigns

EDUCATION and CERTIFICATIONS

Master in Fine Arts, Creative writing, Pacific Lutheran University, 2008

Bachelor of Arts, Creative Writing, San Francisco State University, 1989

Selena Barlow

Owner + Prinicpal Consultant

TRANSIT marketing LLC

Expertise

Ms. Barlow has more than 30 years of experience marketing public transportation services. She works exclusively within the public transportation industry and has clients throughout the US. Additional details regarding her experience can be found at www.transitmarketing.com. Ms. Barlow's areas of expertise include:

- Marketing Plan Development
- Market Research
- Branding and System Identity Development
- Design and Production of Passenger Information Materials
- Creation of Promotional and Collateral Materials
- Development of General and Targeted Ridership Campaigns
- Community Involvement in Support of Transit Planning Efforts

Education and Training

Master of Business Administration, Concentration: Marketing, University of Arizona, May 1988

Bachelor of Science, School of Journalism, Major: Advertising, University of Florida, June 1977

Relevant Experience

Owner, Transit Marketing, (1988-present)

Provides marketing and market research consultation and services exclusively to public transportation agencies. Has worked for more than a hundred transit systems since 1988. Services include marketing plan development, market research coordination and analysis, community outreach and engagement, development of marketing programs and materials. Certified WBE.

Transit Marketing Instructor/Trainer (1988-present)

University of the Pacific, Transit/Paratransit Management Certificate Program, (1997- 2012) CTAA, CalACT, New Mexico Public Transit Association, AzTA and other organizations (on-going)
Teaches a one day course in Community Transportation Marketing, as well as targeted courses in market research, passenger information tools and public speaking.

Chief of Marketing, Metro-Dade Transit Agency, Miami, FL (1985-87)

Headed a comprehensive marketing division which included advertising, promotion, public affairs, community services and passenger information branches. Responsible for all marketing activities for a tri-modal transit system (rail, bus and people-mover).

Director of Marketing, Sun Tran, Tucson, AZ (1982-85)

Responsible for all aspects of marketing for a 150-bus system, including advertising, promotion, market research, media relations, community outreach and customer service/information. Involved in short-range planning, development and implementation of new services and major capital projects.

For more information about
Selena's past work, see
Appendix

5 References

Agency	Project(s)	JWA/AMMA staff involved	Contact Information
Canby Transit Area (OR)	Canby Transit Master Plan Update	Álvaro Caviedes - Project Manager	**Todd Wood** *Transit, Fleet and IT Director* WoodT@canbyoregon.gov (503) 266-0751 **Heidi Muller** *Transit Coordinator* MullerH@canbyoregon.gov (503) 266-0717
Imperial County Transit Commission (CA)	ICTC Comprehensive Operational Analysis: Driving Transit Forward	Manuel Soto - Project Manager Álvaro Caviedes - Deputy Project Manager Liz Marchalonis - Lead Analyst Dennis Brooks (AMMA) Andrea Breault (AMMA)	**Gustavo Gomez** *Senior Transportation Director* gustavogomez@imperialctc.com (760) 592-4494
Monterey Salinas Transit (CA)	MST Comprehensive Operational Analysis	Álvaro Caviedes - Lead Analyst Dennis Brooks (AMMA) Selena Barlow (AMMA)	**Michelle Overmeyer** *Director of Planning and Innovation* movermeyer@mst.org (831) 264-5877
Santa Cruz METRO (CA)	Reimagine METRO	Álvaro Caviedes - Lead Analyst Dennis Brooks (AMMA) Selena Barlow (AMMA)	**John Urgo,** *Planning and Development Director* JUrgo@scmtd.com (831) 420-2537
Basin Transit (CA)	Short Range Transit Plan	Manuel Soto - Project Manager Álvaro Caviedes - Lead Analyst Dennis Brooks (AMMA)	**Cheri Holsclaw,** *General Manager* cheri@basin-transit.com (760) 366-2986

Agency	Project(s)	JWA/AMMA staff involved	Contact Information
San Bernardino County Transportation Authority (CA)	On-Call Staff Support on Transit Programs and Functions	Dennis Brooks (AMMA) Elea Carey (AMMA) Selena Barlow (AMMA) Andrea Breault (AMMA)	**Nancy Strickert,** *Transit Manager* nStrickert@GoSBCTA.com (909) 884-8276
Ventura County Transportation Commission (CA)	Ventura Countywide Short Range Transit Plan	Dennis Brooks (AMMA) Andrea Breault (AMMA)	**Claire Grasty,** *Public Transit Director,* cgrasty@goVentura.com (805) 642-1591 ext 115 **Aubrey Smith,** *Program Manager,* ASmith@goVentura.com (805) 642-1591 ext 110

6 Methodology

Work Plan

Task 1: Project Management

Virtual Kickoff Meeting

JWA will organize the kickoff as a series of meetings over one to two days. This will give our team a chance to meet with staff from the City and its partners at other agencies (TCAG, TCRTA)

Some topics we will address at kickoff include:

- ☐ Reviewing the Project Management Plan with staff and refining it to fit the project schedule, especially regarding key decision dates involving policymakers (e.g., City Council).
- ☐ Clarifying goals of the project and how this project can integrate with other relevant studies and planning initiatives; identifying the main challenges facing Visalia Transit.
- ☐ Discussing the objectives and key elements of the Public and Internal Outreach and Engagement Plans.
- ☐ Establishing a schedule for bi-weekly project-management calls throughout the project.
- ☐ Establishing data needs and channels of communications between agency and consultant technical staff.

We propose to have this meeting virtually, to save resources for in-person events soon after the Kickoff Meeting.

Project Management Plan

Within one week of the Kickoff Meeting, Álvaro, with support from the team, will deliver a refined Work Plan and newly developed Project Management Plan (PMP) which includes a quality management plan. The PMP will guide the work of both consultant staff and city staff as we work together to develop the Short Range Transit Plan (SRTP). This document will include the trips the consultant team will make to Visalia. We propose 5 trips, described in detail in the following tasks:

- ☐ **Trip 1:** Field visit, Operations staff meeting, City Council Presentation about Existing Conditions
- ☐ **Trip 2:** Network Core Design Workshop/ retreat
- ☐ **Trip 3:** Public engagement Phase 1 activities
- ☐ **Trip 4:** Public engagement Phase 2 activities and City Council Presentation about Draft SRTP.
- ☐ **Trip 5:** Council Presentation about Final SRTP.

Ongoing Project Management

Following kickoff, we plan on holding a project management call every two weeks for the anticipated **12-month duration of the project**. This meeting would be consistently attended by JWA's Project Manager, with other consultant team staff attending as needed. JWA will also provide agenda and meeting materials to attendees before the meeting and summary notes after the meeting. JWA will provide monthly progress reports as part of its regular invoicing. These invoices will include a record of hours worked by team member, direct expenses, subcontractor costs, as well as a table tracking the amounts spent and budgeted for each task. In addition, the JWA Project Manager will include a progress report as part of the invoice that provides a written description of the work JWA and the consultant team engaged in during the period of the invoice, a list of upcoming activities, and a summary of schedule status.

Task 1 Deliverables

- ☐ Kick-off meeting
- ☐ Data Request Spreadsheet
- ☐ Project Management Plan and Schedule
- ☐ Bi-weekly update meetings
- ☐ Monthly Project status as part of the invoice

Task 2: Existing Conditions Assessment

Before asking the community to help guide this SRTP, we will educate ourselves about Visalia Transit's current service and markets, and what choices most need to be addressed in this

process.

JWA's approach to this task is about more than just offering a tour of the relevant information about the existing system; instead, we will use Task 2 to explain how the travel market and existing system form the network planning trade-offs that will be presented to the public and stakeholders.

By visualizing and explaining the strengths, weaknesses, opportunities and challenges of the existing system and evaluating service performance at the route- and network-level, we will create a report that serves as an important resource for the project team, decision makers, and the public. Our goal with this document is to offer a thorough but accessible narrative that helps people understand where Visalia Transit is today, how it got there, and what service planning decisions it faces in the near future.

Data Collection and Review

As soon as possible after the Notice to Proceed, we will start gathering data and reviewing existing and past plans to understand the context for this plan and identify any gaps or deficiencies, as well as good ideas and policies to carry forward in the planning process. We will coordinate with Visalia Transit to gather the necessary data, including ridership (e.g ATP counts), performance data (e.g. on time performance), fixed routes and on-demand operational data (revenue hours, and miles, vehicle fleet, costs, vehicle blocks, GTFS, timetable details, service costs and productivity) land use and zoning, and relevant planning documents.

Current Service Network

The JWA team will analyze a wide range of available data on Visalia Transit routes to craft a narrative that explains the current design of the system, its strengths, and any challenges or opportunities for improvements that can benefit riders or the agency. This assessment will encompass at least the following avenues of inquiry into the current system:

- ☐ **Mapping the Existing Service.** A clear network map will help everyone see Visalia's spatial and temporal distribution of service. JWA's network map style emphasizes frequency. It is essential to see frequency immediately and clearly in order to understand where investment is focused, what riders experience, and how the network functions.
- ☐ **Route-by-Route Performance.** Analysis of ridership, productivity, frequency, connectivity, and usability of Visalia Transit routes. This will include insights gained at the network, route-by-route and stop level. Exact paths of investigation will be defined through data exploration and in conversation with staff during kickoff and in following meetings. JWA will develop a route profile document summarizing performance indicators. This analysis will also look at system-wide performance based on productivity, cost, and other factors, working from APC, revenue hours, and other provided data.
- ☐ **Operational Analysis.** JWA will review available speed, on-time-performance, and reliability data to identify any relevant issues. We will also analyze how Visalia Transit connects to other bus systems (e.g. TCRTA), and how easy inter-system transfers are.
- ☐ **Proximity and Access Analysis.** Access analysis refers to methods that help us understand what opportunities people can reach via transit in a reasonable time, including jobs, education, shopping, and medical destinations. We will conduct an access analysis that establishes the mobility outcomes which the existing network provides for people in the service area within various time horizons (e.g., 45 or 60 minutes), broken down for different areas and ethnic, racial or socioeconomic groups.
- ☐ **Budget Analysis.** During Task 2, we will meet with relevant staff to establish a clearer sense of the future operating resources likely available for the SRTP project horizon. We will review all available information and propose a "design budget" that represents the total amount of service that should be allocated in the SRTP process.

In addition to the above, we will conduct a field review of the service area. During the field observations and later review from our desktops, we will complete a qualitative inventory of various aspects of the service area, such as major traffic generators, route-specific characteristics, street network characteristics, major barriers and challenges, and other critical features affecting Visalia Transit service. We will pay attention to how local and regional services interact, including where different transit providers connect– whether or not the connection is good. While we are there, we will also conduct an in-person meeting with operations staff to obtain feedback and suggestions regarding current operations.

Travel Market Assessment

We propose a robust market analysis to assess the existing transit market and its potential. The goal of this analysis is to inform how the SRTP can grow transit's competitive position, allowing service to adapt to changes in land use, demographics, and travel behavior.

We will consult and map traditional data sources, including transit surveys from other tasks, demographics, and behavioral data. These cost-effective, well-understood, and easily available sources provide a good market overview.

We also propose to collect and analyze detailed trip data from the Replica platform. This dataset can provide a rich source of information about all travel patterns in the region (local and regional) and can help us better understand the potential trips that transit could serve beyond the usual commute trips, such as school, medical, and recreational trips.

Building on these data sources, we will map and analyze transit markets and needs by looking at population density, job density, income and poverty, race/ethnicity and other need factors, and develop a summary of existing and potential demand and need for transit.

In Task 2, we will bring together a wide array of data to provide a multifaceted account of Visalia Transit current and potential market. This will include:

- ☐ Analysis of existing 2020 Census, 2024 ACS demographic and socioeconomic data and 2022 LEHD employment data. As the only public, comprehensive data source for the entire US, the Census allows us to create clear maps highlighting population and job density, race/ethnicity, commuting data, income and poverty, language proficiency, and other factors. This data sets a baseline that we can then enrich with other sources.
- ☐ Analysis of all available applicable Visalia Transit customer data, including surveying.
- ☐ Mapping and analysis of access to key transit destinations, including major commercial, medical, and educational facilities.
- ☐ Analysis on how travel demand has changed due to remote work. We will use Replica data to look at travel patterns by mode and time of day, origin and destination flows, and travel purposes, among other topics.
- ☐ JWA with Visalia Transit will reach out to other City departments to gather plans and data related to how the City will grow. The existing conditions phase would also include an assessment of all relevant data on future land use and travel flows information for the time horizon of the SRTP. This would include mapping and other visualizations showing where demand is expected grow which would serve as an important guide for the development of the SRTP network.

We will also publish an online, interactive reference map, as a tool for consultants and staff and, if desired, for use by the public.

We will pull the market analysis into a technical report. At the end of the Task, JWA's project manager will present the results to City Council.

Financial Analysis

Using financial data provided by the City of Visalia or TCAG, the consultant will develop a 5-year financial plan with projections that address operating costs for baseline and new service assumptions, estimated revenue sources and fares, and capital expenditure. The financial plan will build on the last 5 years of financial performance including the distribution

of grant funding, variance in budget and actual expenditure, and material changes in operating expenses. The plan will also document new funding opportunities identified in the transit plan and include an inflation basis for operating expenditures such as contracting, fuel and maintenance, as well as capital construction and vehicle purchases.

The financial plan will ensure an integrated framework that meets FTA's expectation with Visalia Transit has the legal, financial and technical capacity to use federal funds committed to fund capital and operating expenditure and the agency's ability to use non-federal funding to support the transit system.

On-Demand Microtransit Analysis

To the extent data is available, we will evaluate the performance of the new Visalia Connect microtransit service to understand how it has affected residents' mobility and impacted ridership on fixed-route and traditional dial-a-ride service. We will analyze the density and distribution of trip origins and destinations that suggest success for Visalia Connect in contrast with Syncromatics boarding data at comparable stops to gauge the effectiveness of microtransit service compared to low-performing routes. This analysis will use available indicators including:

- ☐ Overall cost per passenger compared to other transit modes and benchmarks for peer microtransit service in similar environments;
- ☐ Service efficiency, determined by passengers served per service hour in relation to the number of vehicles in service;
- ☐ On-time performance and average wait time between trip reservation and vehicle arrival;
- ☐ Analysis of trip bookings through the Visalia Connect app to document the volume of trip requests, trips completed, and trips requests denied due to service unavailability.

An analysis of dial-a-ride will aim to improve the rider experience for persons with disabilities by identifying how to maximize vehicle capacity and efficiency, improve ride times and on-time performance, reduce no-shows and late cancellations, and ensure adherence to ADA regulations. The analysis will also explore the relevance of continuing non-ADA eligibility for dial-a-ride with the emergence of Visalia Connect.

Contract Review

An analysis of the RATP DEV operating contract will review financial terms, risk allocation, adherence to performance standards, milestones and targets with incentives and penalties, and thresholds for material change that would have a fiscal impact on or limit the potential for new service or adjustments to improve effectiveness.

Task 2 Deliverables

- ☐ Fixed transit and On-Demand micro transit analysis as descried above
- ☐ Financial Analysis
- ☐ Online interactive dashboard showing demographic, land use and transit data.
- ☐ Internal draft Existing Conditions report, and final chapter to be included in the SRTP
- ☐ Meeting with operations contract staff
- ☐ **Trip 1:** Field visit, City Council presentation

Task 3: Public Outreach and Coordination

Along with the kickoff process in Task 1, we will begin planning for public engagement by preparing a Public Engagement Plan. Our place-based, equity-focused community engagement strategies for this plan will build on three key themes.

Understanding Audience Diversity: Visalia Transit riders, staff and stakeholders are as diverse as they are spread apart. We will target information to key communities in ways that matter to them.

Creating Clear and Consistent Communications: From the outset it is important to clearly state why these communities are being engaged and what is in it for them. As engagement progresses, it is just as important to illustrate the impact of their input. We call this showing our work.

The community should see themselves, their experiences and their input addressed in the plans and implementation items.

Outreach to Build Trust: We know that many of our engagement successes will be thanks to local organizations who are already knowledgeable, connected and trusted in the community. We may be able to lean on some of these organizations, in addition to venues such as the Library and schools, to allow us to do outreach at their events. To build community support and address community needs directly, you first have to build trust. From single mothers, to non-English speaking immigrants, to young teens working late shifts or attending College of the Sequoias, each community will bring diverse and personal perspectives.

Two Rounds of Public Engagement

Phase 1 of Engagement (Task 3.1):

This round of engagement will be organized around conceptual networks that illustrate trade-offs that Visalia Transit faces when providing transit (more on this in Task 4). Events planned in this phase are:

- ☐ Engage Stakeholders and Council through Interactive Workshop
- ☐ Engage Public Through On-board and Online Surveys
- ☐ Engage Public at In-Person Meetings

Phase 2 of Engagement (Task 3.2):

In the 2nd phase of engagement we will present the Draft Plan to the public and stakeholders to gather their feedback. Activities include:

- ☐ Engage Public Through Online Survey
- ☐ Engage Public at In-Person Meetings (x2)
- ☐ Report Back to Stakeholders and Public on how Engagement Shaped the Plan

More details on these tasks will be described below where they follow their respective technical tasks.

Public Engagement Plan (PEP)

Development of the PEP will begin at Kickoff. We will define the purpose and goals of the study and public engagement process including metrics to measure success. The purpose and goals will serve as the foundation for public communication and provide clarity and transparency about the effort. Elea from AMMA will lead the development of the PEP and the Public Outreach effort. While developing the PEP, the consultant team and client team will meet twice. The consultant team will facilitate an up to 2-hour workshop with the client team focused on defining a project purpose statement, public engagement goals, stakeholder groups and structure and potential metrics of success. Following this meeting, the consultant team will develop a draft goal statement and a draft framework for the public engagement strategy. We will then meet with the client to finalize these draft materials.

In parallel with the development of the PEP, our team will work with Visalia Transit leadership to develop a project-specific messaging platform and visual brand that follows current City brand guidelines. The approved brand and messaging will be applied consistently throughout the project on templates our team develops for any collateral specified in the PEP such as e-mail, social media, press releases, transit advertisements, and more.

Website and Social Media

Having a digital platform where community members, the media, and stakeholders can share ideas, provide feedback, and stay up to date on the project is imperative. Our project team will provide material and messaging to Visalia Transit to post on their website and social media platforms to engage and educate the public about the process.

Stakeholder Engagement

In addition to technical network planning, JWA excels at engaging the public and stakeholders in ways that provide policy-makers with actionable feedback for setting policy goals.

Our engagement processes don't just generate competing "wish lists" from constituent groups that we, or our clients, have to reconcile. Instead,

they generate thoughtful public input on the real, hard choices that transit agencies must make.

At the beginning of the project, JWA, AMMA and Visalia Transit will agree on the stakeholders that will be involved from start to finish of the project through scheduled meetings.

Why engage these stakeholders as a single group, rather than one-on-one, or in small groups? **Because engagement isn't just about City staff or consultants hearing what stakeholders say. It is essential that stakeholders hear one another and have the experience of thinking together about a challenge. They establish trust, mutual understanding and shared values.** If stakeholders hear each other's input, they learn which of their demands conflict with others. We can invite them to participate in the work of reconciling, compromising, and making the tough decisions that lead to a plan.

We hope to hold an intensive half-day or evening workshop in August 2026 with a group chosen by Visalia Transit and trusted partners who represent key organizations with a stake in transit and the SRTP. This workshop features a fun, interactive transit board game so participants can develop an intuition for how transit planning works while showing how the Ridership/Coverage trade-off might express itself concretely in Visalia. This workshop also includes live polling, a briefing presentation by the consultants, and discussions among stakeholders. We would also like to invite City staff from other departments and staff members for agencies like TCAG and TCRTA to join, ensuring their involvement from the start.

The AMMA team will facilitate meeting logistics, including venue rental (with Visalia Transit guidance), and organize set-up and breakdown, refreshments, food, and audio-visual needs. The Visalia Transit Project Manager must approve the meeting logistics, format, subject matter, our team member attendance, and presentation materials prior to finalization of the meeting. We will produce sign-in sheets, agendas, comment cards, meeting displays, and assist with content and design, as directed, of the presentation.

Online and On-Board Surveys

The team will conduct surveys among Visalia Transit customers and non-riders. In Phase 1 we will focus on the community's opinion about two contrasting network concepts that illustrate the trade-offs Visalia Transit faces. In phase 2, the survey will focus on gathering feedback on the Draft Plan. We will also gather information about demographics, reasons for using transit, satisfaction with the existing service, perspective on transit amenities or needed improvements, and preferences for different transit services.

The project team will collaborate with Visalia Transit to design a targeted questionnaire for each phase of public engagement. The survey will be available in both paper and online formats, in both English and Spanish ensuring accessibility for all community members. To maximize participation, we will work with Visalia Transit to promote the survey across multiple communication channels, including social media, the City's website, on-board signage, bus shelters, and other community outlets. Outreach efforts will include both system-wide promotion and targeted engagement on routes where response rates may otherwise be lower.

The consulting team will also conduct in-person outreach throughout Visalia, collecting survey responses at major transit hubs during peak travel periods and riding buses to engage directly with passengers. This hands-on approach will help ensure a broad and representative sample of rider feedback.

To reach non-riders, we will collaborate with local organizations, employers, schools, and community stakeholders to distribute surveys within their networks and encourage broader participation across the community.

The consulting team will furnish Visalia Transit with a full draft report of the survey findings. Included in this report will be analysis of the results, an executive summary with conclusions and recommendations, with a particular focus on the preferences around service changes, how preferences varied by demographics. Visalia Transit staff will provide feedback which will be used to finalize the report. Results of this survey

will inform the overall SRTP network.

Public Outreach Meetings

AMMA and JWA will conduct 4 pop-up events in a locations with a diverse range of potential participants, potential options are:

- ☐ College of the Sequoias,
- ☐ Visalia Transit Center,
- ☐ Visalia Senior Transit Center,
- ☐ Saturday morning Farmers' Market,
- ☐ Tulare County Fair,
- ☐ Hispanic Heritage Month Events.

Whenever possible, we will align with an existing community event—such as a farmer's market, neighborhood festival, or school function—because these events already attract a diverse and engaged audience. Tagging along an existing event reduces the burden of outreach, increases visibility and participation, and helps build trust by meeting community members where they already gather. This approach creates a more natural and welcoming environment for conversations, leading to richer, more representative input. At the event, AMMA and JWA will share information about the SRTP, answer questions, and gather community feedback through the survey and informal in-person dialogue. In addition to the pop-up events, AMMA and JWA will either attend an existing community event or host a dedicated open house at TCAG's Social Services Transportation Advisory Council.

Task 3 Deliverables

- ☐ Public Engagement Plan
- ☐ Stakeholder Database with assistance from Visalia Transit
- ☐ Website and Social media content and messaging
- ☐ Engagement Phase 1 and 2: Online survey
- ☐ Engagement Phase 1: On-Board survey
- ☐ Engagement Phase 1 and 2: Community events (4 in total, 2 in each phase)
- ☐ Engagement Phase 1: Stakeholder workshop
- ☐ Engagement Phase 1 and 2: analysis and report of findings to be included in the SRTP
- ☐ **Trip 3:** Public Engagement Phase 1: surveys, stakeholder workshop
- ☐ **Trip 4:** Public Engagement Phase 2: surveys

Task 4: Network Concepts for the SRTP

Framing the Conversation

Building on the Existing Conditions, we propose to move toward developing Conceptual networks that frame key choices clearly for elected officials, stakeholders, and the community.

You should expect the community to disagree about network planning. These are the kinds of debates we specialize in facilitating and resolving. We use a concepts process in most network planning processes, to illustrate difficult trade-offs.

Certain public transport goals trade-off against one another. If you are working within a limited budget, a shift towards one goal can imply a shift away from the other, for purely geometrical reasons. Re-imagining a network normally requires some choices that have no "right" answer. Agencies are asked to achieve high ridership by focusing service at higher frequencies in busy places while also being asked to cover more areas, thus spreading service thin and lowering frequencies. These two actions can't both be taken within a limited budget—it's mathematically impossible. Other relevant trade-offs where people will have different opinions about how to balance competing desires are:

- ☐ A redesigned, improved bus network vs. avoiding disruption to any existing passengers' journeys.
- ☐ More service at night and on weekends vs. more peak service.
- ☐ A simple frequent network that requires transfers for some journeys vs. a complex

infrequent network of lines connecting everywhere to everywhere.

From our experience restructuring bus networks we know how to separate questions about trade-offs from questions about facts. Technical analysis is essential for determining facts. But if a planning process is silent about choices, or hides the choices beneath technical analysis, then both ordinary people and elected officials can become distrustful of the result.

When we lead a concepts process, we make the concepts realistic—but they are not imminent proposals. Instead, they help people understand conflicting transit goals, and imagine how different their transit system could be. This ensures that we are asking for actionable input. For this process, we propose to develop two concepts to help frame a conversation with the public in Round 1 of Engagement.

Collaborative Network Design

As described in Section 1, whenever possible, JWA develops new networks in collaboration with local staff. We call this a Network Design Retreat. This is an intensive workshop, where consultants and staff develop new ideas and test them out in new networks. We call this a "retreat" because it should feel like an event: calendars cleared, phones off, no interruptions. Collaborative planning in a Network Design Retreat:

- ☐ Ensures we have the benefit of local staff experience and knowledge, not just data.
- ☐ Gives Visalia Transit staff ownership of the ideas in the Plan.
- ☐ Produces better network designs than any consultant could create on their own.

We propose to use in-person Network Design Retreats to develop the concepts and virtual retreats to develop the Draft and Final Plans.

Concepts Report

In the weeks following the Network Design Retreat, lingering issues will be refined iteratively through virtual meetings. The Concepts will be documented in a detailed report including:

- ☐ Detailed mapping of each element of the plan like frequent routes, other local routes, on-demand service areas, etc.
- ☐ Route-level and on-demand cost estimation.
- ☐ Analysis of coverage of population and jobs by each tier of service.
- ☐ Access and isochrone analyses exploring the change in access to jobs and population provided by each scenario with an emphasis on people of color, low-income residents, and other communities of concern.

Task 3.1 Public Outreach Phase 1

While the work of developing the network concepts will produce many interesting new valuable service planning ideas, the major purpose of the concepts is their use in a public and stakeholder engagement process oriented around the most important trade-offs facing the agency. Using detailed concepts helps everyone develop an informed opinion about the redesign of Visalia Transit's service, so that they are able to offer thoughtful input and suggestions.

The network concepts phase will feature a major engagement effort, including all of the elements described at length in task 3:

- ☐ Stakeholder workshop convening staff and representatives from other agencies and organizations.
- ☐ Online and in person engagement centering around a survey on the concepts.

Throughout this phase of engagement we will listen to the community about what is important to them, what currently adds value and what could add value to Visalia Transit service. This is the time when we would ask them about the conceptual networks and trade-offs: more convenient transit service to increase ridership vs adding coverage service in more areas with limited service. The goal here is to gain feedback in multiple forms (surveying, interactive exercises, anecdotes from stakeholders, open-ended comments, etc), and synthesize that input as information for Visalia Transit leadership to use in determining that path from concepts to the Preferred Network for the SRTP.

Using the Concepts Report as a starting point, our team will develop a survey for use online and in-person to gather input on needs, priorities, and preferences around the Concepts. AMMA and JWA staff will coordinate on developing survey questions in collaboration with city staff. The goal will be to have clear and simple questions to ensure anyone can understand the survey.

Task 4 Deliverables

- ☐ Facilitation of Network Design Retreat
- ☐ Maps, Charts, and Outcomes for Concepts
- ☐ Concepts Document and Materials to support Engagement Round 1
- ☐ **Trip 5:** Network Core Design Workshop/ retreat

Task 5: Draft + Final SRTP

Draft SRTP

After getting input from the public and stakeholders on priorities, we will work with Visalia Transit staff and key partners to develop a set of recommendations.

Building off of the feedback from the public and City Council in Phase 1 of Engagement, JWA will facilitate a Network Design Retreat with Visalia Transit staff and other partners to design a draft recommended network with up to two primary scenarios:

- ☐ Cost Neutral Service Plan
- ☐ 5 year SRTP Recommended Network

The Final Core Design Retreat will focus on development of the overall network. We expect that this Final Core Design Retreat will be held virtually. After the Retreat, the JWA team will develop phasing recommendations for improvements that could logically be made from one the Cost Neutral to the 5 year Plan Recommendations.

In the weeks following the Network Design Retreat, lingering issues will be refined iteratively through teleconference meetings. The Draft Plan Report would include the following elements:

- ☐ Cost Neutral Service Plan, and 5 year Service Plan
- ☐ Market and Needs Analysis and findings
- ☐ Financial and Capital Plans
- ☐ Public Outreach process and findings
- ☐ Key Performance Indicators
- ☐ Clearly defined Transit Service Classifications for fixed-route, deviated fixed-route, on-demand, express or commuter services, or other services.
- ☐ Complete service parameters for each fixed route or on-demand service by day of the week including:
  - Span of service
  - Frequency and vehicles by time of day
  - Revenue hours and revenue miles by service or route
  - Round trip running times
  - Trip distances, and
  - Interlining combinations.
- ☐ Fleet recommendations for each service, including any recommendations for zero-emissions vehicles.
- ☐ Maps and descriptions of all route alignment changes and proposed new routes.
- ☐ Analysis of coverage of population and jobs by each tier of service for each of the three recommended network.
- ☐ Access and isochrone analyses exploring the change in access to jobs and population provided by each recommended network.
- ☐ Emphasis of access and proximity outcomes for people of color, low-income populations, and other communities of concern.

Most of the service elements above would come directly out of our service costing model. JWA has developed a thorough and accurate service costing model that we have used across all our projects to estimate peak fleet need, daily and

annual revenue hours and miles, and many other key service parameters. This costing model has proved exceptionally accurate across the many projects we have led in our more than a decade of work on bus network redesigns and service planning efforts.

Task 3.2 Public Outreach Phase 2

These materials would then form the basis of a public, stakeholder and Council conversation in Phase 2 of engagement. This round of engagement would be limited and focus on presenting how public input shaped the Draft Plan. We will present it to City Council, and the public through an online survey and two community events. In this round of engagement, we'll ask to comment on specific details of the Draft Plan. Feedback from this engagement would inform changes and adjustments to the Draft Plan to achieve a well-supported plan that Visalia Transit can confidently implement.

Final SRTP

JWA team will lead Visalia Transit staff and key partners through a short, virtual design workshop to revise and update the two recommended networks. Based on these updates, our team will update the final performance measures of the outcomes of each network, including the elements mentioned in the Draft Plan development. All of the material developed throughout the process (includlng those required by the FTA) will be compiled into the **Final SRTP Report**. It will integrate all materials developed in the study into a readable and compelling argument about what may need to be done to secure a more effective and useful transit network for Visalia Transit with a clear and actionable set of recommendations and processes to achieve that objective.

Task 5 Deliverables

- ☐ Cost Neutral Network and 5 year SRTP network
- ☐ Draft SRTP report and executive summary
- ☐ Final SRTP report and executive summary

Task 6: City Council Engagement

We scheduled 3 presentations to City Council at key milestones. These will provide progress updates, input from both the Council and the public, and help build support for the final SRTP.

The first presentation will occur at the end of the existing conditions phase. Álvaro will explain key insights from the Existing Conditions Memo and invite Council's input on additional community contacts or engagement opportunities. We will also ask for them to spread awareness about the project and encourage public participation.

The second presentation will take place once the Draft SRTP is complete. Álvaro will deliver an in-person presentation summarizing the plan's recommendations while gathering feedback from the Council to make any final changes.

The third and final presentation will be held upon completion of the Final SRTP report. Álvaro will present the revised Final SRTP to the Council, highlighting how community and stakeholder input helped shape the final recommendations.

Task 6 Deliverables

- ☐ **Trip 1:** City Council presentation about Existing Conditions
- ☐ **Trip 4:** City Council presentation about Draft SRTP
- ☐ **Trip 5:** City Council presentation about Final SRTP

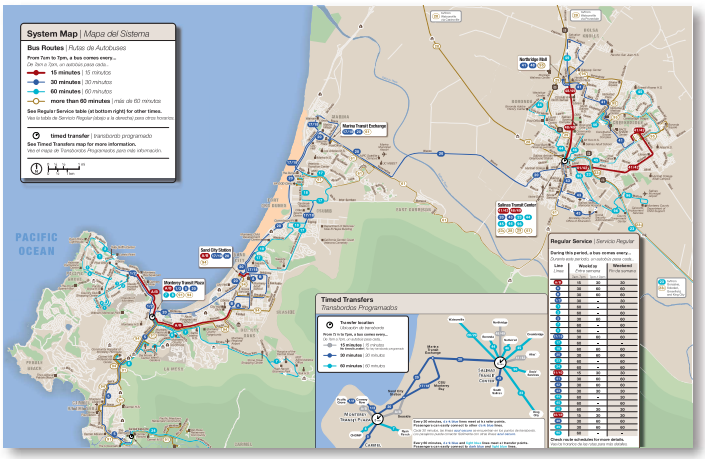


Figure 4: Public-facing map of the Monterey-Salinas Transit Better Bus Network we developed with MST, stakeholders, and the community. In the 2 years after implementation in late 2022, ridership increased 45%, and productivity increased by 25%.

7 Project Costs

Cost Breakdown
Rates
Schedule

Project Cost Breakdown

The following tables provide an estimate of labor hours, labor costs and direct costs by project task, and the way in which these add up to a total estimated cost.

- The **labor rates are fully loaded** and include all anticipated labor costs.
- Direct costs are estimated to the best of our abilities. In practice, **the consultant team would only charge actual direct costs**, as justified by receipts and/or invoices.
- Total Cost: **$204,786.11**
- JWA contribution: $144,797.54 (71%); AMMA contribution: $59,988.57 (29%)
- Staff Standard hourly billing rates as of July 2025

	Staff name	Rate
JWA	Jarrett Walker	$312.32
	Manuel Soto	$200.53
	Álvaro Caviedes	$166.87
	Liz Marchalonis	$117.67
	Zach Tucker	$101.18
AMMA	Dennis Brooks	$153.07
	Andrea Breault	$135.26
	Elea Carey	$135
	Selena Barlow	$165

Task Title/ Deliverables	Cost by task
1. Overall Project Management	$28,273.13
2. Review Existing Conditions	$45,920.27
3. Community Outreach and Engagement	$48,861.13
4. Concept Networks	$31,949.92
5. Draft and Final Plan	$44,293.22
6. City Council Meetings	$5,488.44
Total Cost	**$204,786.11**

Detailed Project Cost - Part 1

Proposed Tasks		JWA			AMMA			Subtotal Cost for Task ($)
		Direct Costs	Subtotal (Hours)	Subtotal Labor ($)	Direct Costs	Subtotal (Hours)	Subtotal Labor ($)	
1. Overall Project Management	Kickoff Preparation		4	$ 667			$ -	
	Kick-off Meetings with staff, team		7	$ 1,215		8	$ 1,176.66	
	Refined project schedule and Asana		2	$ 334			$ -	
	Data request list		2	$ 334			$ -	
	On-going Team project management		25	$ 3,515			$ -	
	Monthly update internal meetings		18	$ 2,708		49	$ 7,081.62	
	Bi-weekly project team calls		44	$ 6,161		36	$ 5,079.96	
			102	**$ 14,935**		**93**	**$ 13,338**	**$ 28,273.13**
2. Review Existing Conditions	Data organization		18	$ 2,216			$ -	
	Replica license	$ 2,000.00		$ -			$ -	
	Analyze land use, demographics, replica data		32	$ 4,159			$ -	
	Analayze street connectivity and build environment		4	$ 471			$ -	
	Cartography existing network		28	$ 3,492			$ -	
	Field visit		8	$ 1,335			$ -	
	Analyze existing transit network		32	$ 4,159			$ -	
	Analyze existing Demand Response		12	$ 1,609		24	$ 3,388.72	
	Route profiles and service perf. Analysis		32	$ 4,490			$ -	
	Online maps - Data viewer		22	$ 2,687			$ -	
	Financial analysis		4	$ 735		15	$ 2,207.00	
	Draft Ex. Cond. & Choices Report		38	$ 5,621			$ -	
	Final Ex. Cond. & Choices Report		24	$ 3,871			$ -	
	Operations and Maintenance contract review		10	$ 1,938		11	$ 1,541.29	
		$ 2,000.00	***264***	**$ 36,783**		***50***	**$ 7,137**	**$ 45,920.27**
3. Community Outreach and Engagement	Community Engagement Plan		2	$ 334		16	$ 2,316.66	
	Project database & outreach to stakeholders and leaders		1	$ 167		16	$ 2,257.70	
	Stakeholder Workshop (1/2 day or eve with dinner)		24	$ 3,218		24	$ 3,445.08	
	On board survey x1		8	$ 941		20	$ 2,739.26	
	Online survey x 2		22	$ 2,884		12	$ 1,753.84	
	Public Outreach Meeting x4 (in person)		14	$ 1,844		24	$ 3,243.12	
	Analysis surveys x 2		22	$ 2,884			$ -	
	Summary Outreach Phases x 2		4	$ 667		28	$ 3,855.40	
	Webpage content		2	$ 334		8	$ 1,080.00	
	Trip 2: Community engagement phase 1 Concepts	$ 2,024.00	16	$ 2,276	$ 1,324.00	14	$ 1,998.42	
	Trip 3: Community engagement phase 2 Draft Plan	$ 1,162.00	16	$ 2,276	$ 1,324.00	16	$ 2,162.08	
	Stakeholder meals			$ -	$ 250.00		$ -	
	Printing stakeholder workshop	$ 100.00		$ -			$ -	
		$ 3,286.00	***131***	**$ 17,826**	***$ 2,898.00***	***178***	**$ 24,852**	**$ 48,861.13**
4. Concept Networks	Core Design retreat		52	$ 8,795			$ -	
	Refine Networks based on staff feedback		5	$ 980			$ -	
	Fix Remix + Costing		20	$ 2,550			$ -	
	Proximity analysis		20	$ 2,550			$ -	
	Isochrones and access analysis		24	$ 3,611			$ -	
	Maps and frequency tables		34	$ 4,099			$ -	
	Concepts material for public engagement		24	$ 3,021		24	$ 3,458	
	Trip 4: Core Design retreat	$ 2,886.00		$ -			$ -	
		$ 2,886.00	***179***	**$ 25,606**		***24***	**$ 3,458**	**$ 31,949.92**

Detailed Project Cost - Part 2

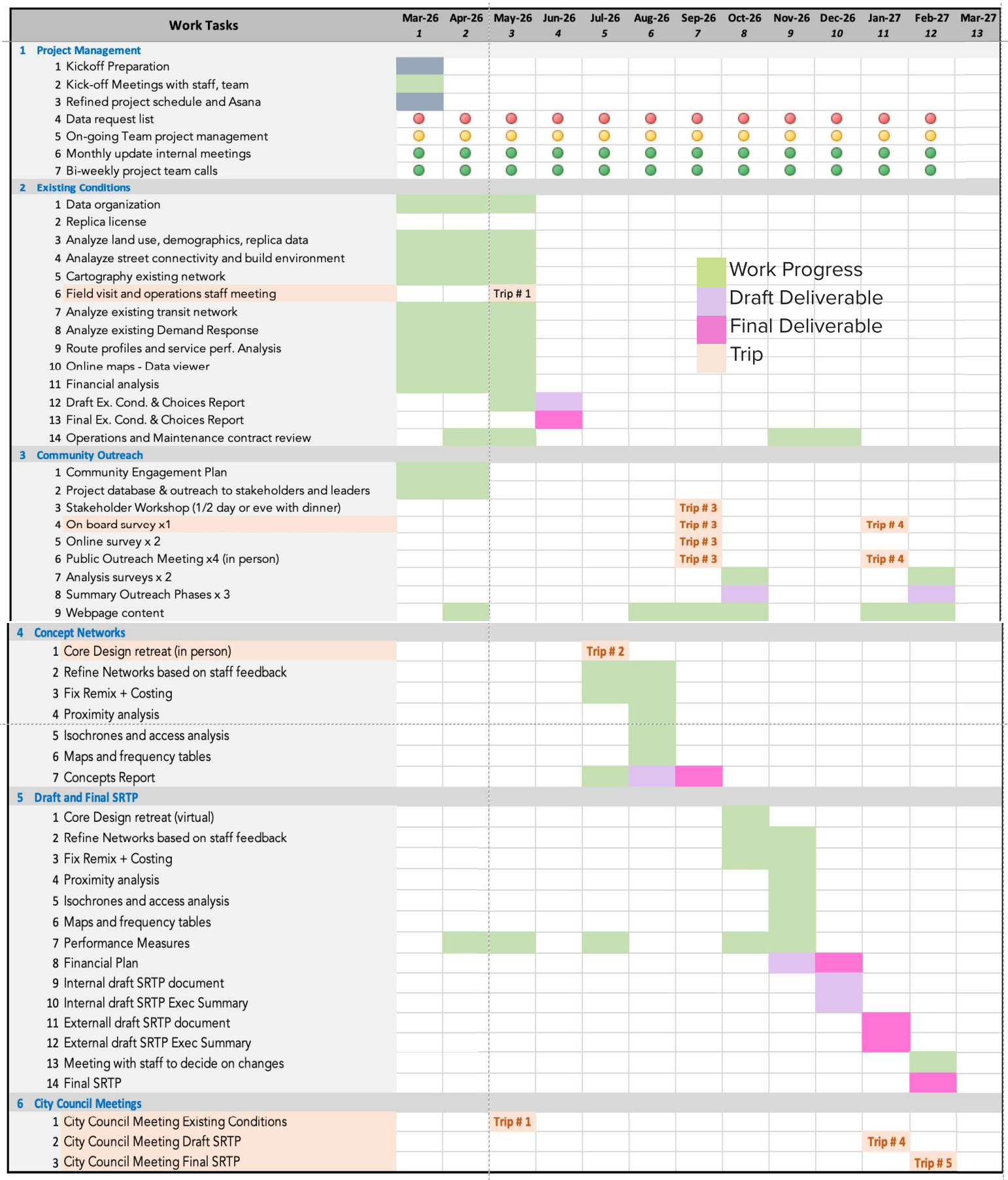
Proposed Tasks		JWA			AMMA			Subtotal Cost for Task ($)
		Direct Costs	Subtotal (Hours)	Subtotal Labor ($)	Direct Costs	Subtotal (Hours)	Subtotal Labor ($)	
5. Draft and Final Plan	Core Design retreat		44	$ 8,104			$ -	
	Refine Networks based on staff feedback		5	$ 980			$ -	
	Fix Remix + Costing		10	$ 1,275			$ -	
	Proximity analysis		12	$ 1,609			$ -	
	Isochrones and access analysis		16	$ 2,276			$ -	
	Maps and frequency tables		18	$ 2,216			$ -	
	Demand response recommendations		12	$ 2,137		16	$ 2,306.64	
	Performance Measures		14	$ 2,762			$ -	
	Financial Plan		8	$ 1,470		16	$ 2,377.88	
	Internal draft SRTP document		32	$ 5,389		12	$ 1,657.70	
	Internal draft SRTP Exec Summary		10	$ 1,570		6	$ 846.66	
	Externall draft SRTP document		14	$ 2,139			$ -	
	External draft SRTP Exec Summary		3	$ 451			$ -	
	Meeting with staff to decide on changes		2	$ 334			$ -	
	Final SRTP		20	$ 3,174		8	$ 1,117.18	
	Printing Final SRTP doc	$ 100.00		$ -			$ -	
		$ 100.00	***220***	**$ 35,887**		***58***	**$ 8,306**	**$ 44,293.22**
6. City Council Meetings	Trip 1: Council meeting Existing Conditions(+field trip)	$ 1,162.00	4	$ 667			$ -	
	Trip 5: City Council Meeting Draft SRTP	$ 1,162.00	4	$ 667			$ -	
	Trip 6: City Council Meeting Final SRTP	$ 1,162.00	4	$ 667			$ -	
		$ 3,486.00	***12***	**$ 2,002**			**$ -**	**$ 5,488.44**
	Total	**$ 11,758.00**	**908**	**$ 144,797.54**	**$ 2,898.00**	**403**	**$ 59,988.57**	**$ 204,786.11**

Project Schedule

The project schedule is available on the following page. We have assumed a roughly 12-month timeline from start to finish, anticipating final contract signing by the end of February 2026 and kick-off in March 2026.

In the RFP, the City noted a desire for a 10-12 month timeline for the project. Delivering an effective Short Range Transit Plan requires substantial planning and engagement work to take the project from concept to reality. Based on our regional, national, and global experience on similar projects, we propose a roughly 11-12 month timeline. Should JWA be selected, we would work with the City and our teaming partners to identify efficiencies where possible.

Detailed Project Schedule



8 Appendix

Attachments B and C
California business registration
JWA negotiation contact information
AMMA DBE Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicated, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

Scudder Wagg, JWA President + Principal

Consultant

November 14th, 2025

Date

Attachment C

CERTIFICATION CONCERNING WORKERS'

COMPENSATION INSURANCE

STATE OF CALIFORNIA)
)
COUNTY OF TULARE)

I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this Contract.

Date November 14th, 2025

Scudder Wagg

Scudder Wagg, JWA President + Principal

CONTRACTOR

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	Jarrett Walker & Associates, LLC
Entity No.:	202464410004
Registration Date:	10/28/2024
Entity Type:	Limited Liability Company - Out of State
Formed In:	OREGON
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 13, 2025.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 388438137

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

JWA staff members with Authority to negotiate and contractually bind the company.

Scudder Wagg
President + Principal
(571) 281-0858, scudder@jarrettwalker.com
1021 SE Caruthers St, Portland, OR 97214

Daniel Costantino
Vice-President + Principal
(971) 277-3629, alvaro@jarrettwalker.com
1021 SE Caruthers St, Portland, OR 97214

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

UNIFIED CERTIFICATION

CALIFORNIA UNIFIED CERTIFICATION PROGRAM

September 6, 2022

CUCP# 29978
Metro File #1107

Heather Menninger Visscher
AMMA Transit Planning, Inc.
19069 Van Buren Boulevard, #114-378
Riverside, CA 92508

Subject: Disadvantaged Business Enterprise Certification

Dear Heather Menninger Visscher:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS codes form of the application package:

NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES
NAICS 541720: RESEARCH AND DEVELOPMENT IN THE SOCIAL SCIENCES AND HUMANITIES
NAICS 541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING
NAICS 611430: PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING

Your DBE certification applies only for the above code(s). You may review your firms information in the CUCP DBE database which can be accessed at the CUCP website at https://dot.ca.gov/programs/civil-rights/dbe-search. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing DBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Ramon Ortiz
Manager, Certification
Diversity & Economic Opportunity Department

Selena Barlow (continued)

Owner + Prinicpal Consultant

Recent Transit Marketing Plans and Campaigns

City of Sedona, AZ (in progress)

Participated in research and development of an implementation plan for a new transit system targeting tourists in Sedona. Developed marketing and branding plan and currently working with City of Sedona introduction of microtransit.

Verde Shuttle, Cottonwood, AZ

Developed updated branding and marketing campaign for the Verde Shuttle which connects Cottonwood and Sedona. Campaign includes passenger information tools, print and radio advertising, a marketing toolkit for use by employers, promotional video and social media imagery.

Calaveras Connect, CA (2019-on-going)

Subsequent to rebranding the transit system, developed a comprehensive passenger information program and promotional campaign to launch the identity. Continue to work with agency to provide on-going marketing support.

San Bernardino County Transportation Agency (2019)

Design and implementation of ridership campaigns for four transit agencies in San Bernardino County – Victor Valley Transit Authority, Mountain Transit, Morongo Basin Transit Authority and Needles Area Transit. On-going work to facilitate collaborative marketing efforts by six transit agencies operating in San Bernardino County.

Sample Branding Projects

- CAT and MST, Concord, NH
- Calaveras Connect, San Andreas, CA
- Sedona Shuttle, Sedona, AZ
- El Dorado Transit, CA
- Stanislaus CTSA, CA
- Capital Transit, Helena, MT
- Kern Transit, Bakersfield, CA
- Sage Stage, Modoc County, CA
- Douglas Rides, Roseville, OR
- Mountain Transit. Big Bear, CA
- Durango Transit, Durango, CO
- e-tran, Elk Grove, CA

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

Jarrett Walker & Associates, LLC_____
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

1021 SE Caruthers St, Portland, Oregon, 97214_____
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:

Jarrett Walker, Scudder Wagg, Michelle Poyourow, Evan Landman, Gavin Pritchard, Ricky Anguiera, Alvaro Caviedes_____

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know 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.

Jarrett Walker & Associates, LLC _____
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

_____
Signature of Company Authorized Individual

Scudder Wagg, President _____
Print or Type Name of Authorized Individual

Visalia City Council

Staff Report

File #: 25-0557 **Agenda Date:** 1/20/2026 **Agenda #:** 9.

Agenda Item Wording:
Award on-call construction management and resident engineering services contract - Authorize the City Manager to execute a one-year contract, with the option to renew for an additional four one-year periods, with four construction management and resident engineer consultants consisting of 4 Creeks, Inc., A & M Consulting Engineers, CCME, Inc., and NV5, Inc.; and place these firms on an on-call list to provide construction management and resident engineer services and related services in support of the city's capital improvement projects. The annual contract for each consultant shall not exceed $500,000 without additional authorization from the City Council.
Deadline for Action: 1/20/2026

Submitting Department: Community Development

Contact Name and Phone Number:
UnChong Parry, Senior Project Manager, Unchong.Parry@visalia.city, 713-4491
Christopher Crawford, City Engineer, Chris.Crawford@visalia.city, 713-4331
Jason Huckleberry, Eng. & Bldg. Director, Jason.Huckleberry@visalia.city, 713-4495

Department Recommendation:
Staff recommends that the city council authorize the City Manager to execute a one-year contract with four (4) on-call construction management (CM) and resident engineer (RE) consulting firms consisting of 4 Creeks, Inc., A & M Consulting Engineers, CCME, Inc., and NV5, Inc.; and place these firms on an on-call list to provide construction management, resident engineer, and related services in support of the city's capital improvement projects. Each contract will be eligible for annual renewal up to four (4) additional consecutive years. The annual contract for each consultant shall not exceed $500,000 without additional authorization from the City Council.

Background Discussion:
On January 19, 2021, Request for Proposal 20-21-18 for On-Call Construction Management and Resident Engineer Services was approved. This contract was awarded to three consulting firms: 4 Creeks, Inc., NV5, Inc., and Vanier Construction Management, Inc. Each contract has a term of five years and is eligible for annual renewal, with the final expiration set for February 2026.

The new On-Call CM and RE Request for Qualifications (RFQ) 24-25-50 was released on August 12, 2025, and the proposals were due on September 16, 2025. The city received seven (7) proposals in response to the RFQ. The selected qualified firms will be able to provide construction management and related services for the city's local, state & federally funded Capital Improvement Projects (CIP). The Engineering & Building Department regularly requires construction management services for various city projects throughout the year. These projects can include but are not limited to the following: safe route to school projects, active transportation projects, street improvements, street maintenance, sanitary sewer and storm drain infrastructure, bridge culverts, other underground utility infrastructure, traffic signal and streetlight infrastructure, basins, parking lot repairs, parks, various

pedestrian/bicyclist trails, and other similarly related work throughout the city.

The city received proposals from the following seven (7) consultants:

1. 4 Creeks, Inc. - Visalia, CA
2. A & M Consulting Engineers - Visalia, CA
3. Accenture - Fresno, Ca
4. CCME, Inc. - Tulare, CA
5. Interwest Consulting Group - Fresno, CA
6. NV5, Inc. - Fresno, CA
7. Vanir Construction Management, Inc. - Fresno, CA

The RFQ indicated that the city would select up to five (5) consultants. However, the city has decided to select the top four (4) consultants based on their total scores from the selection criteria outlined in the RFQ. Choosing four consultants will help establish more effective working relationships with city staff and will provide consistency across projects. The staff anticipate that this approach will lead to higher quality construction improvements, reduce costs and change orders, and keep projects on schedule.

The proposal review committee evaluated and scored the proposals based on the selection criteria outlined in the RFQ. Five (5) top consultants were chosen to participate in the interview process. Each consultant was given 45 minutes for an in-person presentation and to answer 11 questions.

The following consultants were the top four (4), ranked by their highest scores, and have been recommended by the staff to be awarded this contract:

1. 4 Creeks, Inc. - Visalia, CA
2. CCME, Inc. - Tulare, CA
3. NV5, Inc. - Fresno, CA
4. A & M Consulting Engineers - Visalia, CA

The four (4) consultants mentioned above met all the requirements specified in the RFQ. Locally funded and some state funded projects will be distributed to consultants on a rotational basis as determined by costs or technical expertise required for each project through this on-call list where this is acceptable to the funding agency. On all federal and/or some state-funded projects, these on-call consultants will be requested to submit a mini-RFP (Request for Proposal) to identify the most qualified firm for the project and to refine the scope of services and meet the funding guidelines. The mini-RFPs will be evaluated based on the consultants' proposed approach to the scope of work and their qualifications. The top-rated consultant will enter a fee negotiation with the city and, if an acceptable fee is reached, will be contracted for the project.

Fiscal Impact:
Consultant services will be funded according to the applicable CIP for each project. Due to the significant number of projects expected over the next five years, each contract will be eligible for annual renewal for up to four additional consecutive years. The annual contract amount for each consultant shall not exceed $500,000 without further authorization from the City Council. Consultant

proposals for larger CIP projects will utilize these on-call contracts but will come back to the city council for approval of the purchase order dollar amount for the construction management and related services. These additional council approvals will increase the authorized yearly contract amounts accordingly.

Prior Council Action: None

Alternatives: None Recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award and execute one-year contracts with four (4) construction management and resident engineering consultants consisting of 4 Creeks, Inc., A & M Consulting Engineers, CCME, Inc., and NV5, Inc.; and place these firms on an on-call list to provide construction management and related services in support of the city's capital improvement projects. Each contract will be eligible for annual renewal up to four (4) additional consecutive years. The annual contract for each consultant shall not exceed $500,000 without additional authorization from the City Council.
CEQA Review: NA

NEPA Review: NA

Attachments:
- Draft contract
- Fee schedules
- Ownership disclosure

PROFESSIONAL SERVICES AGREEMENT

Annual On-call Construction Management and Resident Engineering Services
Various Capital Improvement Projects

This Agreement, entered into this _____ day of _____, 20____, by and between the City of Visalia, hereinafter referred to as the "CITY", and 4 Creeks, 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 as "Scope of Work" in RFQ No. 24-25-50 which along with the response submitted by CONSULTANT is attached as Exhibit "A" and Exhibit "C", 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" and Exhibit "C" - Scope of Work, which shall be the Scope of Work for the project as described in RFQ No. 24-25-50, unless the parties agree in writing to modify the Scope of Work as stated in the RFQ, for the cost identified in Exhibit "B", Project Schedule of Fees. Consultants will be required to provide a Scope of Work, Fee Proposal utilizing the hourly rate schedule from this contract, and a Project Schedule for each Capital Improvement Project (CIP) they are assigned. The City will issue a separate purchase order for each CIP and all of these documents will be added to the Scope of Work under this contract.

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

II. TIME OF PERFORMANCE

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

For CIP projects the Consultant shall be required to complete work according to the approved CIP Project Schedules for each project.

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 percentage 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 event 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, on a **Fixed Fee or Time & Materials Not-To-Exceed-Fee** based on the rates identified in Exhibit "B", the negotiated compensations developed for each CIP, prior to the start of the assigned work. Said agreed to negotiated compensation shall be amended to this Contract for the individual CIP. 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" and the project specific CIP purchase order documents. 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", and the project specific CIP purchase order documents respectively. Each contract will be eligible for annual renewal up to four (4) additional consecutive years. 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 the 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 Engineer* 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: Peters Engineering Group 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 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

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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 “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

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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 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 the 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 a 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 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 21 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:

G.

CITY OF VISALIA	Company
707 W. Acequia Ave.	Address
Visalia, CA 93291	Project Manager
Attention: City Clerk	Phone:

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

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

O. 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 with 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.

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CITY OF VISALIA

_____
City Manager

CONSULTANT

_____
Company and name

Approved as to Form

_____
City Attorney

_____
Risk Manager

_____
City Engineer

Attachments:

Exhibit “A”: Scope of Work as presented in RFQ No. 24-25-50
Exhibit “B”: Project Schedule of Fees as submitted by Consultant
Exhibit “C”: Scope of Work as submitted by Consultant
Exhibit “D”: Addendums Acknowledgment as submitted by Consultant
Exhibit “E”: City of Visalia Forms as submitted by Consultant
Exhibit “F”: Certificate of Insurance as submitted by Consultant
Exhibit “G”: Federal & State Requirements Acknowledgment as submitted by Consultant
Exhibit “H”: Caltrans Attachments as submitted by Consultant
Exhibit “I”: Visalia Labor Compliance Manual (as applicable)

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4Creeks, Inc. Fee Schedule – Construction Management

Fees are based on the median hourly pay rate for employees in each classification, plus, indirect costs, overhead, and profit. These rates are effective for one year from the contract execution date.

Classification	Charges Per Hour
Construction Inspection (Non-Prevailing Wage)	
Associate Construction Inspector*	**$129**
Construction Inspector*	**$155**
Senior Construction Inspector*	**$175**
Construction Management	
Associate Construction Manager	**$139**
Construction Manager	**$170**
Senior Construction Manager	**$196**
Principal Construction Manager	**$216**
Construction Inspection (Prevailing Wage)	
Construction Inspector	**$170 -$205**
Construction Inspector - Over Time	**$220-$305**
Construction Inspector – Double Time	**$260-$325**

Direct Charges

At cost plus fifteen percent (10%):

- *Printing and reproduction: $0.03 per b/w copy, $0.12 per color copy, $0.80 per sq. ft. large printing*
- *Equipment rentals, subcontractors, laboratory analyses*

*Prevailing wage rates are subject to change based on the DIR updates.

Note: For this City contract the hourly rate includes vehicles, mileage, and equipment that each employee needs to perform their job duties.

A&M Consulting Engineers

EXHIBIT "A"

2026 HOURLY RATE SCHEDULE

CLASSIFICATION	RATE
Principal	$200.00/Hour
Grant Writer	$130.00/Hour
Professional Engineer 3	$185.00/Hour
Professional Engineer 2	$175.00/Hour
Professional Engineer 1	$165.00/Hour
Assistant Engineer 3	$140.00/Hour
Assistant Engineer 2	$135.00/Hour
Assistant Engineer 1	$120.00/Hour
Professional Land Surveyor 2	$180.00/Hour
Professional Land Surveyor 1	$175.00/Hour
Assistant Land Surveyor	$145.00/Hour
Environmental Consultant	$170.00/Hour
Environmental, Health & Safety Officer	$150.00/Hour
Construction Engineer	$165.00/Hour
Construction Observer	$155.00/Hour
Construction Administrator	$110.00/Hour
Technical Assistance	$140.00/Hour
Engineering Aide	$110.00/Hour
Survey Party Mobilization	$100.00/Hour
1-Man Survey Party	$180.00/Hour
2-Man Survey Party	$250.00/Hour
3-Man Survey Party	$350.00/Hour
LiDAR Scanner	$200.00/Hour
Equipment Rental and Associated Expense	Cost x 1.10
Materials, Printing, Subconsultant Procurement	Cost x 1.10

Note: These rates are effective for one year from the contract execution date. Survey party and construction inspector rates are also subject to adjustment upon change in "Prevailing Rate" as determined by the Director of Industrial relations, State of California. For this City contract hourly rates include vehicles, mileage, and any other equipment that each employee needs to perform their job duties unless otherwise specified.

December 4, 2025

Unchong Parry
City of Visalia
315 E. Acequia Avenue
Visalia, CA 93291

Subject: City of Visalia On-Call RFQ No. 24-25-50

Dear Unchong Parry,

CCME is pleased to submit this cost proposal for the City of Visalia On-call.

Project Description
City of Visalia On Call for CM and RE Services

Fee Schedule
Compensation to provide the services required for the subject project, as detailed in this agreement, shall be on a time and materials basis for the necessary personnel and reimbursables at the rates included herein:

CCME, Inc.'s billing rates for 2025/2026 projects:

Classification	**Hourly Rate**
Principal/Principal Construction Manager	$280
Senior Construction Manager/RE	$215
Construction Manager/Resident Engineer	$192
Associate Construction Manager/Engineer	$155
Assistant Engineer	$124
Labor Compliance/Project Administrator	$98
Senior Construction Inspector/Special Insp.	$190
Construction Inspector	$180
Associate Construction Inspector	$145
Prevailing Wages	
Senior Construction Inspector	$199.46
Construction Inspector	$185.56

Cost Proposal Notes and Exclusions:

1. Assumes Regular 8-hour work shifts, overtime may be charged at 1.5 times the listed rate for inspection work.
2. Hourly fee includes overhead, cell phones, vehicles, mileage, computers and profit.

3. Fee is based on non-holidays as defined by Caltrans working day calendar.
4. This cost proposal is negotiable.

Sincerely,

Bryan Kroeger, PE
President

NV5, INC.

City of Visalia

On-Call Services for

Construction Management (CM) / Resident Engineer (RE) for

Various Capital Improvement Projects

2025 – 2026 Charge Rates Schedule

Professional

Jeff Pallesen, Principal in Charge	$288.00/hour
Kevin Reisz, Project Manager	$288.00/hour

Construction Management

Construction Manager/Resident Engineer	$208.00 - $250.00/hour
Senior Resident Engineer	$250.00 - $328.39/hour
*Construction Inspector	$204.00 - $234.88/hour
Labor Compliance/Project Administrator	$97.73 - $144.07/hour

ODCs:

Vehicle	No Charge
Mileage/Travel Time	No Charge

Rates are effective through December 31, 2026. If contract assignment extends beyond that date, a new rate schedule will be added to the contract and will include an increase of 3% per year for all non-prevailing wage positions.

Litigation support will be billed at $450.00 per hour.

If in the course of the work, it is requested by the City to perform specialized work requiring the addition of outside resources, an 8% markup will be added to invoices for this work.

*Indicates positions requiring Prevailing Wage. Rates calculated based on "Prevailing Wage" (PW) for Construction Management as published and required by the State of California (NC-63-3-9-2024-1).

Rates for Professional Services categories for Principal in Charge and Project Manager have been voluntarily reduced for this contract.

FAR Overhead Rate: 139.27%

Fee: 10%

FAR Multiplier: 2.3927

The following disclosure & 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

4C Global, Inc. dba 4Creeks Build
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

324 S. Santa Fe Street, Visalia, CA 93292
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:

100% ESOP

100% owned by 4C Holdings, Inc and there is no one with a 10% equity interest in the corporation

CALIFORNIA LEVINE ACT STATEMENT

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4C Global, Inc. dba 4Creeks Build
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Alec Grassel
Print or Type Name of Authorized Individual

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OWNERSHIP DISCLOSURE

A&M Consulting Engineers

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

220 N Locust St, Visalia, CA 93291

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:

Orfil Muniz

Javier Andrade

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A&M Consulting Engineers

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Orfil Muniz

Print or Type Name of Authorized Individual

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OWNERSHIP DISCLOSURE

CCME, INC.
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

6445 N PALM AVE, SUITE 106, FRESNO, CA 93704
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:
BRYAN KROEGER
RAMON MONTES DE OCA

CALIFORNIA LEVINE ACT STATEMENT

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CCME, INC.
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

BRYAN KROEGER
Print or Type Name of Authorized Individual

The following disclosure & statement apply to the Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company:

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OWNERSHIP DISCLOSURE

NV5, Inc.

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

2109 W. Bullard, Suite 145, Fresno, CA 93711

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:

NV5, Inc. is a publicly traded company. NV5's Board of Directors are Sir Martin E. Franklin, Talman B. Pizzey, Antoinette C. Bush, Rory Cullinan, Elizabeth Meloy Hepding, Benjamin Heraud, Peter A. Hochfelder, James E. Lillie and Dickerson Wright.

CALIFORNIA LEVINE ACT STATEMENT

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   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)
N/A	N/A

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NV5, Inc.

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Lori Goodwin, Senior Vice President

Print or Type Name of Authorized Individual

Visalia City Council

Staff Report

File #: 25-0577 **Agenda Date:** 1/20/2026 **Agenda #:** 10.

Agenda Item Wording:
Award contract and transfer funds for Tulare Avenue Project - Authorize the City Manager to award the construction contract to Don Berry Construction Inc. for the Tulare Avenue major road rehabilitation from Roeben to Demaree project in the amount of $4,473,867; authorize the transfer of $1,495,000 within the road maintenance and rehabilitation account (Senate Bill 1) fund between projects and authorize the transfer of $25,000 from the annual replace and relocate sanitary sewer mains project (CP9456).

Prepared by:
Jonathan Frausto, Associate Engineer, Jonathan.frausto@visalia.gov, 713-4369
Diego Corvera, Senior Civil Engineer, Diego.Corvera@visalia.gov, 713-4209
Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.gov, 713-4540
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 execute a construction contract with Don Berry Construction, Inc. for RFB 25-26-07 for the Tulare Avenue major street rehabilitation (Roeben to Demaree) project in the amount of $4,473,867, authorize the transfer of $1,495,000 within the road maintenance and rehabilitation account (RMRA/SB1) fund from the Whitendale Avenue road rehabilitation project and authorize the transfer of $25,000 from the annual replace and relocate sanitary sewer mains project (CP9456).

Summary:
This project award will initiate the construction phase for the rehabilitation of Tulare Avenue from Roeben Street to Demaree Street. Improvements are limited to complete pavement resurfacing, specific areas of street reconstruction and rehabilitation, targeted repairs to curbs, gutters, sidewalks, drain inlets, accessible ramps, sanitary sewer manholes, as well as modifications and upgrades to existing traffic signal equipment throughout the corridor.

The striping of the roadway, once improvements have been completed, is included in this project award. However, due to the impact of this project extending a Class IV protected bike lane from Demaree to Roeben, additional public outreach is necessary and will be presented to residents along Tulare Avenue in a specific public meeting to be coordinated by staff. That public outreach meeting is anticipated for late February or early March 2026. Once staff has met and received comments from the residents along Tulare Avenue, the striping layouts for this project will be presented to Council along with the public feedback received. That presentation to Council is anticipated to be in March of this year. By moving to award this project before final striping layouts are approved by Council, staff will be able to work with the contractor to order long lead items such as video detection equipment. This allows traffic signal upgrades to be completed prior to pavement improvements which are

intended to be performed during the summer, prior to schools going back into session.

Background Discussion:
The City of Visalia is currently maintaining a street network of approximately 507 centerline miles of roadway and nearly 100 million square feet of pavement. In an effort to appropriately direct maintenance activities and optimize the use of the limited maintenance funds available, staff incorporated a pavement management program (PMP) 11 years ago, following the lead of other similarly sized California municipalities.

Tulare Avenue, as identified in the PMP, was selected for resurfacing. This project includes a pavement rehabilitation of approximately 1.5 miles of roadway on Tulare Avenue from Roeben to Demaree Street. The rehabilitation work includes removing isolated areas of pavement failures, also known as digouts, grinding the existing pavement section and overlaying with hot mix asphalt. In addition to these improvements the project will also upgrade some of the existing curb ramps to meet current Americans with Disabilities Act (ADA) requirements and Public Rights-of-Way Access Guidelines (PROWAG). The project will rehabilitate selected curb, gutter and sidewalk, drain inlets, sanitary sewer manholes, and incorporate various traffic signal improvements at intersections throughout the corridor.

With these improvements the City of Visalia is implementing multimodal transportation enhancements such as Class IV Bike lanes through the use of modular curbing and on-street parking protection with the additive alternate bid. The striping layouts associated with these bike lanes will be presented to the impacted Tulare Avenue residents in a public outreach meeting. The results of that meeting and a final striping layout will be presented to Council for final approval prior to project striping.

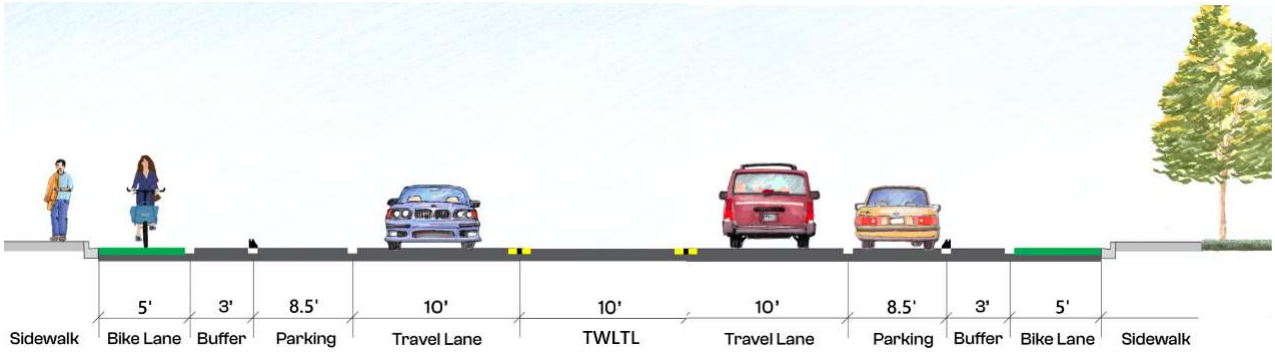
This project was originally intended to be combined with Tulare Avenue major road rehab from Demaree to Cotta Street. However, due to different funding source constraints staff was unable to keep this combined in order to meet grant deadlines.

Project Impacts:
The Tulare Avenue major road rehabilitation from Roeben to Demaree project will impact residents and traffic conditions both during construction and following project completion. The project has been designed to minimize these impacts while providing clear and timely information to affected residents.

The project corridor includes three schools within the construction area. To reduce potential impacts to school traffic, the project is attempting to complete major road reconstruction activities during the summer months when most schools are on break. The timing is expected to alleviate congestion during peak hour at all major intersections.

In addition, the implementation of protected bike lane improvements will result in a modified on-street parking configuration for residents along the corridor. Consistent with the previous project, on-street parking will no longer be located adjacent to the curb and gutter. The bike lanes and buffer are being moved adjacent to the curb and gutter and parking is being moved in the roadway next to the travel lanes. This configuration, in combination with the modular curb shown above, allows for the bike lane to be classified as a protected Class IV. Removal of any on-street parking has been kept to a minimum.

Below is the typical cross section for Tulare Avenue:



Tulare Avenue from Roeben to Demaree

Public Outreach:
Following direction from Council during the construction phase of the previous segment of Tulare Avenue, staff is intending to host a public outreach meeting with all affected residents along Tulare Avenue prior to construction start. This meeting will serve to inform the residents of the upcoming change from curb-adjacent parking to the configuration shown above, discuss all parking impacts this will have throughout the corridor, and provide information on the construction process/impacts and anticipated schedule. Following this public outreach meeting, staff will present all residents' concerns and any changes made to the layout to City Council for final approval.

Bidding Process:
Staff advertised RFB 25-26-07 for the Tulare Avenue major street rehabilitation (Roeben to Demaree) on October 6th, 2025, with a bid close date on November 18th, 2025. The project was split with the base bid encompassing the plan delineated improvements and an additive alternate relating to modular curb for bicycle lanes. Based on the project specifications, the lowest responsive bidder was based on the total bid amount of the base bid plus the additive alternate bid. At the time of bid opening staff received eight (8) bids, below are the three (3) lowest responsive bidders.

Base Bid + Additive Alternate

1	Don Berry Construc	Kingsburg, CA	$4,473,867.00
2	Agee Construction	Clovis, CA	$4,509,471.00
3	Yarbs Grading and	Fowler, CA	$4,942,375.00

City staff proceeded to review all eight (8) bids submitted and the Don Berry Construction bid proposal was determined to be the lowest responsive bid. The references provided by Don Berry Construction have been verified. The references provided were from the City of Kingsburg, City of Reedley, County of Madera, and others who were called by city staff with favorable responses from all references. As a result, staff recommends that the construction contract be awarded to Don Berry Construction for the base bid plus additive alternate amount totaling $4,473,867.

Fiscal Impact:

Budget Shortfall:
The major road rehabilitation on Tulare Avenue from Roeben to Demaree Street has a budget shortfall of approximately $1.52M. The original project, which was started in 2020, had estimates in line with the project scope being an overlay, ADA ramp upgrades, and traffic signal improvements. A couple of factors contributing to this shortfall are change in scope and an increase in construction costs. The project was changed to a grind and overlay with areas of digouts. These digouts occur mainly in travel lanes and intersections. This change was made to help fix the existing rutting, surface cracks, and reset the clock on any future maintenance endeavors. Lastly, construction costs have seen a significant rise since the year 2020 when this project was originally estimated. From January of 2021 to January of 2025, the California Construction Cost Index shows an increase of approximately 40%.

Budget Overview:
The major road rehabilitation on Tulare Avenue from Roeben to Demaree Street is funded using the Surface Transportation Block Grant Program (STBGP) through the Federal Highway Administration (FHWA) and the Road Maintenance and Rehabilitation Account (RMRA) (SB1).

Tulare Ave from Roeben to Demaree (CP0603)	
Project Funding Source	
Surface Transportation Block Grant Progr	$ 3,086,000
Road Maintenance and Rehabilitation Act	$ 835,000
Total Project Funding	**$ 3,921,000**
Estimated Project Costs	
Project Management (Project Design & M	$ 30,000
Construction	$ 4,473,867
Construction Contingency (~10.0%)	$ 450,000
Construction Management (City Consulta	$ 275,000

Construction Management (Staff Time)	$ 25,000
Construction Services (Inspection)	$ 75,000
Construction Services (Material Testing)	$ 75,000
Construction Services (Independent Assu	$ 10,000
Construction Services (Construction Stak	$ 25,000
Total Estimated Project Costs	**$ 5,438,867**
Surplus (Deficit)	**($1,517,867)**
Round to	**$ 1,520,000**
Transfer RMRA (SB1) funds (Fund 113 Whitendale Road Rehab project (CP07	**$ 1,495,000**
Transfer Annual Replace and Relocate Mains Project (CP9456)	**$ 25,000**

Due to the above-identified budget deficit, staff recommends the transfer of $1,495,000 within the RMRA (SB1) Fund 113 from the Whitendale road rehab project (CP0760) and transferring $25,000 from the annual replace and relocate sanitary sewer mains project (CP9456) to the Tulare Avenue major road rehabilitation from Demaree to Roeben.

Transfer of Funds (SB1):
A transfer of $1,495,000 within the RMRA (SB1) Fund is recommended from the Whitendale Avenue road rehabilitation project (Mooney Boulevard to Court Street) to the Tulare Avenue major road rehabilitation project (Roeben to Demaree Street). The Whitendale Avenue project is in the preliminary engineering phase and does not currently require full construction funding.

City Council previously approved $3,700,000 in RMRA (SB1) funding for the Whitendale Avenue project on June 17, 2024. Following that action, $400,000 was transferred to the Tulare Avenue road rehabilitation project (Demaree to Cotta), resulting in a remaining balance of $3,300,000 for Whitendale Avenue. With the approval of this current transfer, $1,805,000 will remain budgeted for the Whitendale Avenue project.

As the Whitendale Avenue project continues through design over the coming years, staff will work to re-allocate and replenish additional SB1 funding to ensure appropriate funding levels are restored prior to the construction phase.

Transfer of Funds (annual replace and relocate sanitary sewer main):
The Tulare Avenue major road rehabilitation project (CP0603) is funded with federal Surface Transportation Program (STP) funds, as well as state SB1 Road Maintenance and Rehabilitation Account (RMRA) funds. These funding sources are not eligible to cover costs associated with the sanitary sewer system, including sewer manhole frames.

During the bidding process, staff required this work item to be bid as a separate line item to ensure

that the cost could be properly allocated to an eligible funding source. Upon bid opening and selection of the lowest responsive and responsible bidder, the total cost for the line item pertaining to sewer manhole frame replacement item was $20,925.

Accounting for any unforeseen conditions encountered in the field and the additional staff time required to complete the work, a transfer amount of $25,000 is being requested from the annual replace and relocate sanitary sewer main's project (CP9456). There is currently $1,048,825 budgeted from the Wastewater Treatment Plant fund (431) for this capital project. With the approval of this current transfer, $1,023,825 will remain budgeted for the annual replace and relocate sanitary sewer main's project (CP9456).

Prior Council Action:
November 17, 2025 Staff presentation to Council for Tulare Avenue bike lane configurations associated with the first phase project from Cotta Street to Demaree Street.

June 16, 2025 Adopted Resolution No. 2025-41 to designate 2025/26 SB1 RMRA funding of $3,900,000 to the Tulare Avenue road rehabilitation projects from Roeben to Cotta. 1) Tulare Avenue Roeben to Demaree project ($835,000) and 2) Tulare Avenue Demaree to Cotta project ($3,065,000).

July 18, 2022 Accepted and authorized the appropriation of 2,989,000 of STBGP and HIP funds for the Tulare Ave from Demaree St to Cotta St project and $3,086,000 of STBG funds for the Tulare Ave from Roeben St to Demaree St project.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to execute a construction contract with Don Berry Construction, Inc. for RFB 25-26-07, Tulare Avenue Major Street Rehabilitation (Roeben to Demaree) in the amount of $4,473,867; authorize the transfer of $1,495,000 within the Road Maintenance and Rehabilitation Account (RMRA/SB1) fund from the Whitendale Avenue road rehabilitation project and authorize the transfer of $25,000 from the annual replace and relocate sanitary sewer mains project (CP9456) to the Tulare Avenue project.

Environmental Assessment Status: Environmental assessment has been cleared by Caltrans.

CEQA Review: NEPA/CEQA are completed.

Deadline for Action: 1/20/2026

Attachments:
1. Don Berry construction ownership disclosure form
2. Project location map
3. Don Berry Construction draft contract

Bidder/Proposer Name: DON BERRY CONSTRUCTION, INC.

FEDERAL AND STATE REQUIREMENTS

The following pages must be completed and returned with Proposal

BUSINESS OWNERSHIP DISCLOSURE

DON BERRY CONSTRUCTION, INC.

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

13701 GOLDEN STATE BLVD.; KINGSBURG, CA 93631

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:

RICK BERRY - CEO

DAN DORNAN - CFO/SEC

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   YES:____ NO: X

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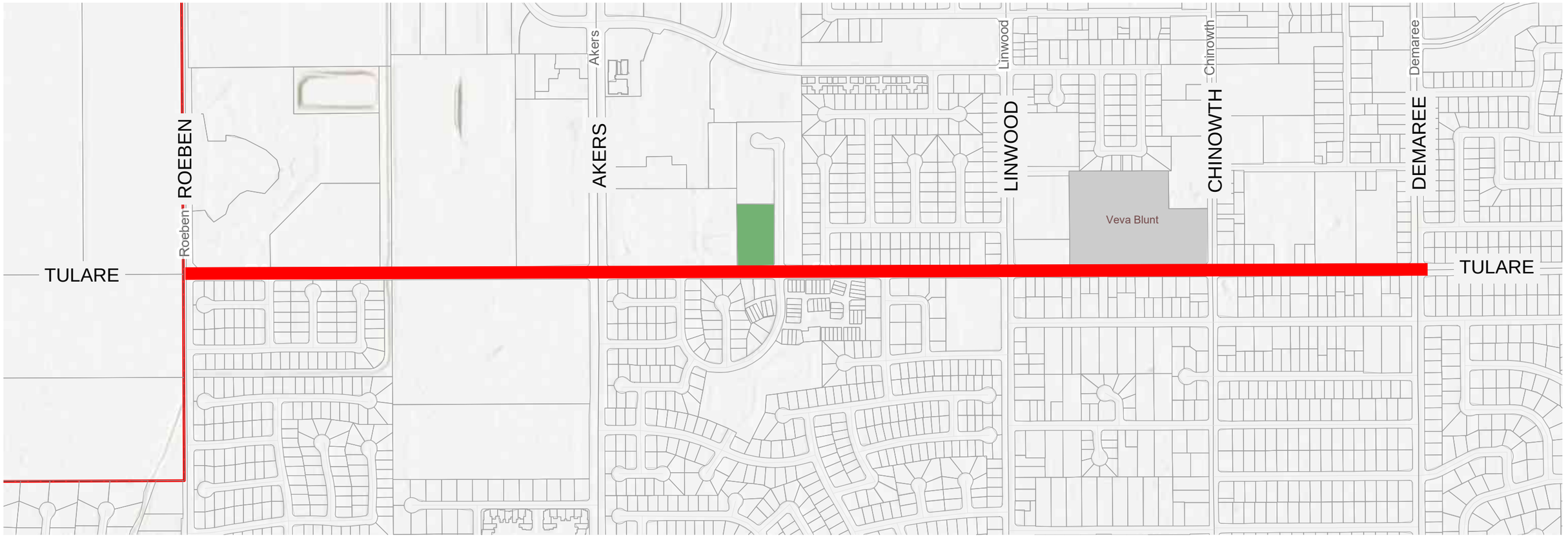

PROJECT CONSTRUCTION LIMITS

1:9,360

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

VISALIA

ENGINEERING & BUILDING
CITY HALL EAST
315 E. ACEQUIA AVENUE
VISALIA, CA 93291
TEL: 559.713.4444

CONTRACT

CITY OF VISALIA

STATE OF CALIFORNIA

This Contract for the construction of the **TULARE AVENUE MAJOR STREET REHABILITATION ROEBEN TO DEMAREE** Project, is made between the City of Visalia, (hereinafter " the City"), and Don Berry Construction, 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 Engineering 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 **TULARE AVENUE MAJOR STREET REHABILITATION ROEBEN TO DEMAREE** 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. Contractor should be aware that this Contract involves federal highway funds and that Section 82 of the Job Specific Provisions describes federal funding requirements, which include but are not limited to FHWA Form-1273 – Required Contract Provisions Federal-Aid Construction Contracts, copies of these federal requirements along with FHWA Form-1273 are included as part of the attached Contract Documents, Appendix B.

Said work to be done is shown upon the following plans:

RFB No.:	**25-26-07**
Project Name:	**TULARE AVENUE MAJOR STREET REHABILITATION ROEBEN TO DEMAREE**
Project No.:	**3010-72000/CP0603-9999**
Federal Project No.	**STPL-5044(144)**

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:

REVISED by Addendum No. 4

BID PROPOSAL

SECTION 1 BID ITEM PROPOSAL SCHEDULE

FROM: CONTRACTOR DON BERRY CONSTRUCTION, INC.
Company Name of bidder

Bids are required for the entire work complete and in place. Contractor must fill out all portions of Bid Proposal Form, including any Base Bid Schedule, Alternative Bid Schedule, and Add/Deduct Schedule.

For improvement of:

RFB No.: 25-26-07
Project Name: TULARE AVENUE MAJOR STREET REHABILITATION ROEBEN TO DEMAREE
Project No.: 3010-72000/CP0603-9999
Fed Project No: STPL-5044(144)

To the City Clerk of the City of Visalia:

The undersigned as bidder declares that he has carefully examined the location(s) of the proposed work, that he has examined the plans and specifications and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all the work required to complete said work in accordance with said Plans, if any, Standard Specifications, Construction Specifications and Contract Documents in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following **Bid Schedule**:

BASE BID

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE ($)	TOTAL ($)
1	Mobilization & Demobilization	1	LS	200,000.00	200,000.00
2	Water Pollution Prevention	1	LS	10,000.00	10,000.00
3	Dust Control	1	LS	2,000.00	2,000.00
4	Traffic Control	1	LS	200,000.00	200,000.00
5	Portable Changeable Message Signs (PCMS)	1	LS	20,000.00	20,000.00
6	Construction Notification Signs	10	EA	1,000.00	10,000.00
7	Public Outreach	1	LS	2,000.00	2,000.00
8	Clearing and Grubbing	1	LS	25,000.00	25,000.00
9	Lower Existing Manhole Below Milling Depth	56	EA	550.00	30,800.00
10	Cold Mill to Remove Asphalt Concrete (2.5")	338,000	SF	0.22	74,360.00
11	Cold Mill to Remove Asphalt Concrete & Aggregate Base - Akers	18,000	SF	1.10	19,800.00
12	Cold Mill to Remove Asphalt Concrete & Aggregate Base 6.5" Below 2.5" Mill	172,500	SF	0.65	112,125.00
13	Cold Mill to Remove Asphalt Concrete & Aggregate Base 4.25"-2.0''	60,000	SF	0.18	10,800.00

14	Scarify and Recompact and Proof Roll	250,500	SF	0.12	30,060.00
15	Class 2 AB - Akers	1,200	TON	55.00	66,000.00
16	Additional Class 2 AB (If required, 10% assumed)	900	TON	35.00	31,500
17	Sawcut & Remove Existing Asphalt Pavement (For areas in front of Curb Ramps and Median Noses) (F)	3,400	SF	3.25	11,050
18	Concrete Removal (Curb and Gutter, Additional, if needed, during construction)	250	LF	3.25	812.50
19	Concrete Removal (5' Sidewalk, Additional, if needed, during construction)	1,250	SF	3.25	4,062.50
20	Concrete Median Removal (Median Nose Removal & Adjoining Concrete Flatwork)	95	LF	15.00	1,425.00
21	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Roeben	2	EA	2,700.00	5,400.00
22	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Anthony	4	EA	1,500.00	6,000.00
23	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Akers	4	EA	2,700.00	10,800.00
24	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Parkwood	2	EA	1,500.00	3,000.00
25	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Crenshaw	4	EA	2,200.00	8,800.00
26	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Noyes	2	EA	1,500.00	3,000.00
27	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Nancy	2	EA	1,500.00	3,000.00
28	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Linwood	4	EA	1,600.00	6,400.00
29	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Chinowth	4	EA	1,700.00	6,800.00
30	Concrete Removal (Curb Ramp, Curb and Gutter, and Adjoining Sidewalk) at Demaree	4	EA	1,500.00	6,000.00
31	Hot Mix Asphalt (Type A, 3/4")	19,000	TON	105.00	1,995,000.00
32	Adjust Manhole to Finish Grade with PCC Collar	56	EA	1,000.00	56,000.00

33	Sanitary Sewer Manhole Frame and Lid Replacement	31	EA	675.00	20,925.00
34	Storm Drain Manhole Frame and Lid Replacement	25	EA	675.00	16,875.00
35	Concrete Installation (Curb and Gutter, Additional, if needed, during construction)	250	LF	46.00	11,500.00
36	Concrete Installation (5' Sidewalk, Additional, if needed, during construction)	1,250	SF	12.00	15,000.00
37	Concrete Median Installation (Median Curb & Adjoining Concrete Flatwork)	95	LF	100.00	9,500.00
38	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Roeben	2	EA	12,500.00	25,000.00
39	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Anthony	4	EA	9,000.00	36,000.00
40	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Akers	4	EA	13,500.00	54,000.00
41	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Parkwood	2	EA	9,500.00	19,000.00
42	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Crenshaw	4	EA	9,500.00	38,000.00
43	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Noyes	2	EA	10,000.00	20,000.00
44	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Nancy	2	EA	10,500.00	21,000.00
45	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Linwood	4	EA	11,000.00	44,000.00
46	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Chinowth	4	EA	11,000.00	44,000.00
47	Concrete Installation (Curb Ramp with Detectable Surface, Curb and Gutter, and Adjoining Sidewalk) at Demaree	4	EA	10,000.00	40,000.00
48	Traffic Signal Video Detection System Tulare at Akers	1	LS	71,000.00	71,000.00
49	Traffic Signal Modification Tulare at Akers	1	LS	64,000.00	64,000.00
50	Traffic Signal Video Detection System Tulare at Linwood	1	LS	71,000.00	71,000.00

51	Traffic Signal Modification Tulare at Linwood	1	LS	60,000.00	60,000.00
52	Traffic Signal Video Detection System Tulare at Chinowth	1	LS	71,000.00	71,000.00
53	Traffic Signal Modification Tulare at Chinowth	1	LS	150,000.00	150,000.00
54	Traffic Signal Video Detection System Tulare at Demaree	1	LS	71,000.00	71,000.00
55	Traffic Signal Modification Tulare at Demaree	1	LS	72,000.00	72,000.00
56	Survey Monuments	19	EA	800.00	15,200.00
57	Thermoplastic Striping & Marking Pavement	1	LS	53,000.00	53,000.00
58	Painted Striping Pavement	1	LS	67,000.00	67,000.00
59	Signs	1	LS	51,000.00	51,000.00
60	Raised Pavement Markers	1	LS	8,500.00	8,500.00
61	Roadway Excavation – Akers (F)	1	LS	25,000.00	25,000.00
				BASE BID TOTAL	$4,240,495.00

ADDITIVE ALTERNATE BID

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE ($)	TOTAL ($)
62	Modular Curb	1423	EA	164.00	233,372.00
				ADDITIVE ALTERNATE BID TOTAL	$ 233,372.00

TOTAL BID AMOUNT (Base Bid + Alternate Bid)	$4,473,867.00

This bid consists of a Base Bid and an Additive Alternate Bid. Bidder is instructed to bid on both the base bid and the alternate item.

All bids will be checked for accuracy. In case of a discrepancy between unit price and total, the unit price shall prevail.

Lowest Bidder will be determined by the **LOWEST TOTAL BID AMOUNT**. The TOTAL BID AMOUNT is the sum of the BASE BID PLUS THE ADDITIVE ALTERNATE BID AMOUNT.

After the low bid has been determined, the City of Visalia reserves the right to award Base Bid Only or Base Bid + Alternate, depending on funding availability.

The Contract, if awarded, will be to the lowest bidder whose bid the City deems both responsive and responsible and complies with all the requirements described.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to deliver the payment and performance bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Visalia, and to deliver all required insurance policies within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the City Council may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and

the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Visalia.

Bidder acknowledges receipt of the following addenda:

No. 1, dated OCTOBER 17, 2025

No. 2, dated OCTOBER 30, 2025

No. 3, dated NOVEMBER 12, 2025

No. 4, dated NOVEMBER 17, 2025

No. _____, dated _____, 20___

No. _____, dated _____, 20___

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

APPROVED AS TO FORM:

_____ _____
City Attorney Date

_____ _____
Risk Manager Date

_____ _____
Project Manager Date

CONTRACTOR

_____
By: Authorized Agent Date

_____
Print Name, Title

Visalia City Council

Staff Report

File #: 25-0583 **Agenda Date:** 1/20/2026 **Agenda #:** 11.

Agenda Item Wording:
Award annual contract for engineered wood fiber to various city playground sites - Authorize the City Manager to award contract to Air Applied Mulch, of Wilton, CA, for an annual amount not to exceed amount of $45,000.

Deadline for Action: 1/20/2026

Submitting Department: Parks and Recreation Department

Contact Name and Phone Number: Daryl Tillman, Park Maintenance Supervisor 559-713-4435 daryl.tillman@visalia.gov; Zach Huff, Urban Forestry Supervisor 559-713-4295 zach.huff@visalia.gov; 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 recommend that the City Council authorize the award of an annual contract for engineered wood fiber supply services to Air Applied Mulch, of Wilton, CA, for an annual amount not to exceed $45,000.00.

Summary:
The City of Visalia maintains 51 playgrounds in its neighborhood and pocket parks. These playgrounds routinely need replenishing of engineered wood fiber as safety fall surfacing. To remain compliant with current standards and manufacturer recommendations, the playgrounds must maintain a specific level of surfacing ensuring fall attenuation and compliance with ADA requirements. The cost of this contract is budgeted annually in the appropriate divisions that use this contract.

Background Discussion:
On September 2, 2025, and September 9, 2025, the City solicited bids by advertising in the Visalia Times-Delta with the RFB posted on Bid-Net. The City also mailed RFB notices, inviting vendors to participate in this bidding process.

On October 1, 2025, the City received bids from one (1) vendor, Air Applied Mulch. Staff have reviewed the bid for calculation errors and conformance with specifications outlined in the RFB.

BIDDER SUMMARY

Bidders name	Location	Annual cost	Cost per yard
Air Applied Mulch	Wilton, CA	$45,000	$30 per cubic yard

Air Supply Mulch has not previously performed work for the City of Visalia. Staff have called the listed

references to confirm relevant qualifications and customer satisfaction. While only one bid was received, due to the specialized nature of the service and the limited number of qualified vendors in the area, city staff finds this acceptable.

Annual price increase adjustments at the time of renewal of the contract are based on the Consumer Price Index. Cost for future additions to the project area (if necessary) will be calculated by multiplying the contractor's unit price by the square footage of the area being added to the contract.

The initial agreement is for a 12-month period, with an option to renew annually for 4 one-year periods upon providing satisfactory performance and as mutually agreed.

Fiscal Impact:
The services for this contract are budgeted in the Parks Maintenance fund, 1622-54024, and 2731-55100, Landscape and Lighting Districts fund and will not need a budget amendment.

Prior Council Action: None

Other: None

Alternatives: Reject bid and go out for another Request for Bidders.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award an annual contract to Air Applied Mulch to supply and install engineered wood fiber at the stated bid price of $30 per cubic yard, not to exceed $45,000 annually.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: RFB 24-25-24, Air Applied Mulch signed bid form, Sample Contract, Disclosure Form

CITY OF VISALIA
REQUEST FOR BID ("RFB")

RFB NO. 24-25-45

SUPPLY AND DELIVERY OF ENGINEERED WOOD FIBER TO DESIGNATED PLAYGROUND SITES ACROSS THE CITY OF VISALIA

(Annual Contract)

BID SUBMITTAL DEADLINE:
3:00 PM ON OCTOBER 1, 2025

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

Advertisement Dates: 9/4/2025
9/9/2025

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Note: *Exhibit D-1 is provided as a* ***separate attachment****.*

I. DEFINITIONS

For the purposes of this RFB NO. 24-25-45, 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. 24-25-45.

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for annual contract for Supply and Delivery of Engineered Wood Fiber to Designated Playground Sites across the City of Visalia

The initial contract shall be for a twelve (12) month period and shall, at the City's option and upon mutually agreeable terms, be renewable 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.

The successful bidder shall be responsible for providing all services necessary to fulfill the requirements of this Invitation to Bid upon receipt of the City's Notice to Proceed.

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.

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: Bidders Name & Mailing Address

   Marked: Supply and Delivery of Engineered Wood Fiber to Designated Playground Sites across the City of Visalia
   RFB NO. 24-25-45
   Deadline: Wednesday, October 1, 2025 @ 3:00 PM

Delivery of Bid: When sending a bid via Fed Ex, UPS, etc., it is the responsibility of the Bidder to ensure that Bid is received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Bids are not delivered or received when 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 which are not accompanied by the required completed forms.

5. Inquiries: Instructions to Vendor, Specifications and Bid Forms may be inspected and obtained by visiting our web site at visaliapurchasing.org or by calling (559) 713-4334. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.gov.

Questions regarding this RFB are due no later than Tuesday, September 23, 2025 by 2:00PM.

IV. SCOPE OF SERVICES

DESCRIPTION OF WORK

The contractor is to supply and deliver an estimated 1,500 cubic yards annually of engineered wood fiber (EWF) safety surface to various playgrounds throughout the City of Visalia.

Exhibit D provides a list of site addresses along with the square footage for each location.

Exhibit D-1 is included as a separate attachment and contains a map showing the locations of the playgrounds.

The exact quantity of wood fiber is unknown and may vary from year to year. The City does not guarantee to purchase any specific amount. Products shall be ordered from vendors on an as-needed basis at the unit price stated in the Bid.

Contract award will be based on the Bidder's Total Bid Price, calculated as the Unit Price per Cubic Yard Delivered multiplied by the estimated quantity. Actual compensation under this Agreement will be based on the Bidder's Per Cubic Yard Price Delivered, as submitted on the Bid Form.

MATERIAL SPECIFICATIONS

- The supplier of the EWF material shall provide all test results and certifications indicating the EWF material complies with **ASTM F1292** (Impact Attenuation for Surface Systems in and around play areas).
- The EWF shall also comply with **ASTM F1951,** certifying that the material complies with the specification and intent of **Americans with Disabilities Act (ADA)**.
- All certifications must be provided to the project manager **annually before delivery will be accepted.**

DELIVERY

- The project manager will send a list of parks with the quantity of engineered wood fiber to be delivered annually to the contractor.
- All wood fiber must be delivered to each park at the specified quantities required to keep the playground compliant with all ADA and fall attenuation requirements.
- The project manager will provide dump locations at each park prior to delivery.
- City staff will be responsible for installation of EWF within the playground fall zone after delivery.

1. DELVIERY LOCATION:

   - Various playgrounds throughout the City of Visalia. See **Exhibit D** for site addresses and square footages per site, and **Exhibit D-1** for a map showing the locations of the playgrounds.
   - **Project Manager:** Daryl Tillman

2. TIME OF DELIVERY:

   - Deliveries shall be accepted between 6:00 A.M. and 10:00 A.M. on Monday through Friday.
   - No deliveries shall be accepted on Saturdays, Sundays, or City Holidays, unless otherwise arranged by the Project Manager.

3. DELIVERY FAILURES:

- Failure to deliver within the time specified, or failure to make replacements of rejected articles when so requested, or as directed by the City's Project Manager may result in City exercising the right to purchase product from another source.

GENERAL REQUIREMENTS OF SUPPLIER

1. **INSPECTIONS**: Inspection and acceptance of materials or supplies shall be made after delivery. Please see Section IX, Special Conditions, relating to inspection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

2. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

    - The Purchase Order or Contract Number
    - The Name of the Article and Stock Number (Supplier's)
    - Delivery Date
    - The Quantity Ordered
    - The Quantity Back Ordered
    - The Name of the Contractor

3. **RESPONSIBILITY FOR MATERIALS SHIPPED**: The Awarded Vendor shall be responsible for the materials covered by this contract until they are delivered at the designated point and bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by Awarded Vendor, and at the expense of the Awarded Vendor, promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the City may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense, or dispose of them as its own property.

4. **PRICING**: Prices bid shall include all sales tax, transportation, delivery and freight costs to the point of delivery to the applicable facilities. The unit bid prices shall also include all appurtenant and incidental costs associated with the delivery of the engineered wood fiber required by this RFB, including fuel, labor, and any special insurance or handling requirements.

5. **CONTRACTOR REFERENCES**: Bidders shall include in their response, a list of at least three (3) organizations which can be used as references for performance of similar services. Contractor shall endeavor to include references of work performed for public sector agencies. Include the name and telephone number for the contact person. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the job.

6. **ALLOCATIONS:** In the event the vendor's supply of awarded items is reduced for reasons beyond the vendor's control to a level which prevents supply of the City's requirements in full, the vendor agrees to supply the City no less than a proportionate share delivered to similar accounts, unless Federal regulations require otherwise. If such a reduction occurs, the City reserves the right to cancel all or part of the contract without prejudice to either party, by giving the vendor fifteen (15) days written notice.

V. PRE-BID TELE-CONFERENCE

An informational pre-bid tele-conference will be held on **Tuesday, September 16, 2025,** beginning at **9:00 AM** (PST). To obtain the link to join conference and/or dial-in number, please email your contact information to purchasing@visalia.city and the conference information will be forwarded to you.

Interested Bidders are encouraged to participate as information on the RFB/Requested Products will be discussed and time will be designated for Bidders to ask questions about the RFB or required products. It shall be the responsibility of the Contractor to have acquired full knowledge of the specifications and scope of work and any problems or difficulties that may affect the work proposed.

VI. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on **Wednesday, October 1, 2025 AT 3:00 PM** at 707 W Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be open to public inspection at the Bid opening and after an award decision has been made. Other Bid information will not be available for public review during the evaluation phase or until the award of the contract.

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

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

VII. AWARD

1. Most Responsive, Responsible Bidder. Award shall be made to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB.

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 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. Product Issues

   a. Complete Project. The successful Bidder shall be responsible for providing all materials, products, equipment and/or services necessary to fulfill the requirements of this RFB.

   b. Product Inspection. The City will have ten (10) working days to inspect delivered materials for conformance to all requirements of this specification.

2. City-Contractor Relations

a. Project Manager's Responsibility and Authority. City will designate a Project Manager. The Project Manager shall decide issues of quality and acceptability of materials, products, equipment, supplies and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Awarded Vendor, their agents or employees.

b. Control of Materials:
   (1) Source of Supply and Quality of Materials Guarantee. All materials, parts and equipment supplied by the Awarded Vendor shall be new and/or of a quality equal to that specified.

3. Legal Responsibilities.

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

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 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 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. Bid 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 product purchased will correspond therewith but reserves the right to increase or decrease the amount of any product purchased as the City deems necessary or advisable, at the prices Bid.

22. Bidders shall satisfy themselves by personal examination of the work site, 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 or equipment to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.

23. All Bidders are required to make a Bid on the complete Bid Form (Exhibit "A"). Bidder may be required to submit Proposals on alternate items. The City reserves the right to award to the contract based on the lowest combination or combinations of Proposal items and alternate proposed items.

24. The City is not exempt from California State Sales Tax. The City is exempt from Federal Excise taxes. Sales Tax in Visalia, CA is currently 8.5%. As stated on the Bid Form, Prices bid are to include tax.

25. Only one Bid may be submitted as a "Prime Contractor" for the same work by any firm, individual, partnership, corporation or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm, partnership, corporation or combination thereof is interested. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.

26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.

27. The annual contract resulting from this invitation to bid will be administered by the Community Services Department. However, the cities Purchasing Division shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions or scope of the contract.

28. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Contract shall be begin no later than 15 days from the receipt of annual contract.

29. All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor

may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

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

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. 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.

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

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

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

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

31. 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.

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 Exhibit "B-2", Attachment 2. Contractor shall provide evidence of such insurance to City's Purchasing Division prior to commencement of work.

Upon determination by the City that a contract has been entered and Contractor has provided all 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.

XII. EXHIBTS

EXHIBIT "A"

A.BID FORM

RFB NO. 24-25-45
SUPPLY AND DELIVERY OF ENGINEERED WOOD FIBER TO DESIGNATED PLAYGROUND SITES ACROSS THE CITY OF VISALIA

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-45 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, services, and labor required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore.

BIDDER declares that this proposal is based upon careful examination of the Instructions to BIDDERs, and the contract requirements. If this bid is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the time and manner prescribed, Purchasing Division may proceed to award the contract to others.

BIDDER understands that a bid is required for the product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, royalties, delivery, freight, taxes and fees. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

Bidder understands that the quantities given on the Bid Proposal form 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 product purchased will correspond therewith.

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.

LOWEST BID will be determined by the Total Bid Price, calculated as: Unit Price per Cubic Yard × Estimated Quantity (1,500 C.Y.)

BIDDER shall calculate and enter the Total Bid Price in the space provided. Final compensation will be based on actual quantities delivered at the unit price bid.

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

Description:	**Unit Price** (per cubic yard, delivered: includes all material, delivery, taxes, and any applicable fees)	**Quantity**	**Total Bid Price**
Supply and Delivery of Engineered Wood Fiber per specifications of RFB-24-25-45	$_____/C.Y.	1,500 C. Y.	$_____

Note: The estimated quantity of 1,500 cubic yards is for bid evaluation purposes only. Actual quantities may vary, and the City does not guarantee any specific purchase amount.

(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.

Bidding Firm: _____

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. Contact the Business Tax Division with any 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) public 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 the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

Company Name Address Tel. No. Type

_____

_____

_____

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

EXHIBIT "B-1"

B-1 NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To Accompany Bid Form

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.

_____ _____

Signature Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-2"

B-2 WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)
To Accompany Bid Form

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT "B-3"

B-3 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

To Accompany Bid Form

Equal Opportunity Clause

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

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: _____

Business Address: _____

Signature:_____ Date:_____

Name & Title of Signing Official: _____

Company Seal (if any):

EXHIBIT "B-4"

B-4 OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

To Accompany Bid Form

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

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

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:

_____

_____

_____

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know 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.

_____ _____

Signature of Company Authorized Individual Print or Type Name of Authorized Individual

EXHIBIT "B-5"
To Accompany Bid Form

STATE OF CALIFORNIA
B-5 DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

CERTIFICATION

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

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

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT "B-6"

B-6 AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

To Accompany Bid Form

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)

EXHIBIT "B-7"

B-7 IRAN CONTRACTING ACT CERTIFICATION

(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

To Accompany Bid Form

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

◯ The Contractor is not:

(1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

◯ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

◯ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,00 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.

C. SAMPLE (does not need to be submitted with Bid/Proposal)

EXHIBIT "C"

ANNUAL CONTRACT FOR SUPPLY AND DELIVERY OF ENGINEERED WOOD FIBER TO DESIGNATED PLAYGROUND SITES ARCOSS THE CITY OF VISALIA

(City of Visalia Bid No. 24-25-45)

This Agreement, entered into and effective this _____ day of _____, 20___ ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "VENDOR, "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is sign supplier with a primary business address of _____ and SSN or EIN: _____; and

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

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

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

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

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

2. ATTACHMENTS INCORPORATED:

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

ATTACHMENT#	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 24-25-45, Supply and Delivery of Engineered Wood Fiber to Designated Playground Sites across the City of Visalia
Attachment 4	CONTRACTOR's bid in response to Bid No. 24-25-45

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

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

All work described in Scope of Services in Bid No. 24-25-45.

4. CITY COMMITMENTS:

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

TASK	**COMPLETION DATE**
Pay Contractor as items are delivered and invoiced	As requested by Contractor

5. COMPENSATION:

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

Total Compensation:	Not to exceed $_____annually at Contractor's stated unit prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from receipt of invoice for delivered product

6. CONTRACT PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

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

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

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

CONTRACTOR

Dated: _____ By:_____

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

CITY OF VISALIA

Dated: _____ By:_____

City Manager

Dated: _____ By:_____

City Attorney

Dated: _____ By:_____

City of Visalia Risk Manager

Dated: _____ By:_____

City of Visalia Project Manager

Exhibit "C"
Attachment 1
GENERAL CONTRACT PROVISIONS

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

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

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

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

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

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

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

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

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **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.

a. 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.

b. 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. <u>Proof of Coverage</u>.

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

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

Exhibit D

D. PLAYGROUND LOCATIONS AND PLAYGROUND SQUARE FOOTAGE

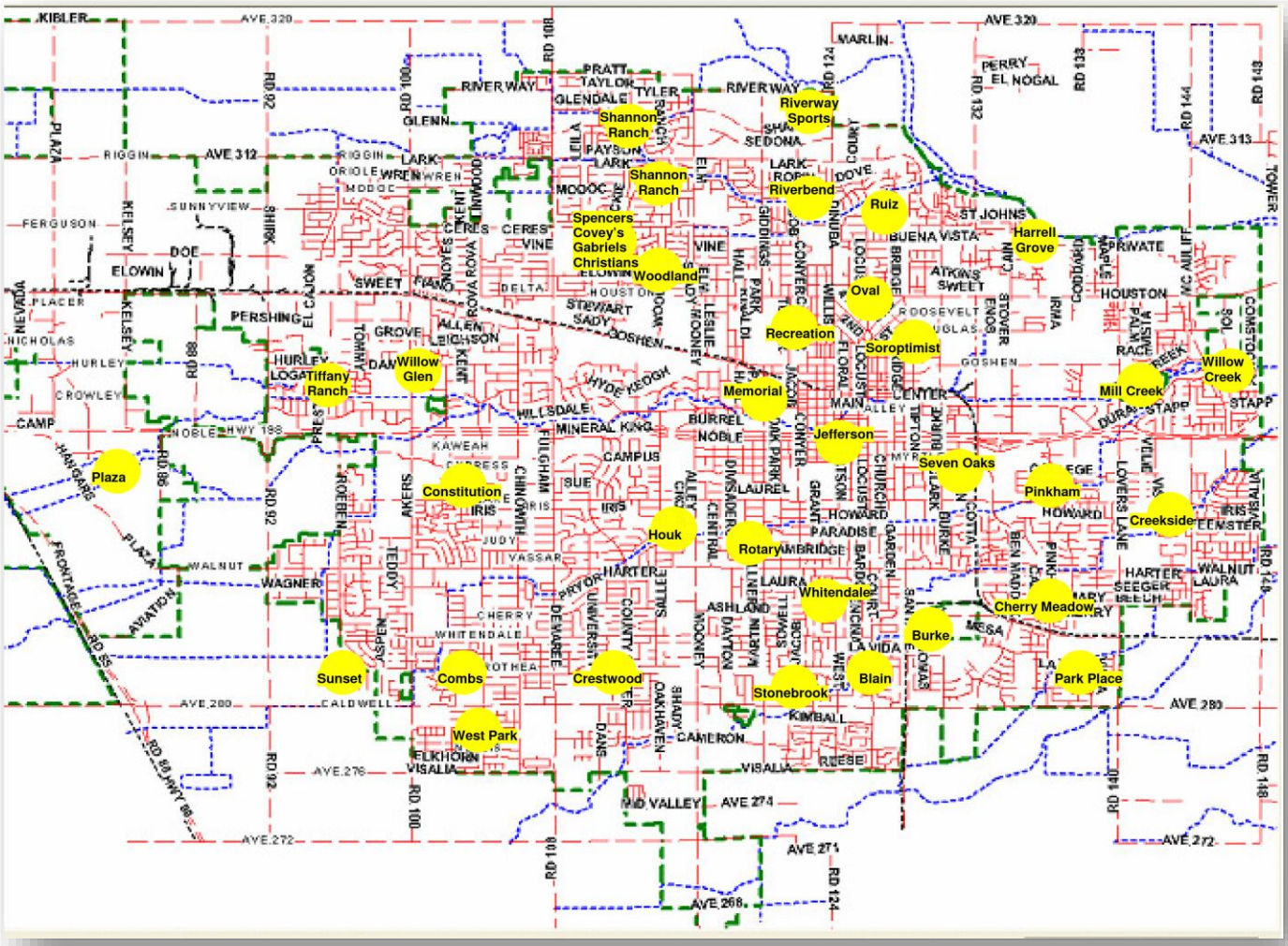
MAP #	PARK	ADDRESS	Playground Square Footage
1	Blain	3101 S Court St	4,800
2	Burke	3101 S Burke St	13,700
3	Cherry Meadow	2348 S Pinkham	6,750
4	Combs	3031 S Crenshaw	4,300
5	Constitution	1139 S Crenshaw	5,000
6	Fairview	805 W Wren	4,000
7	Harrel Grove	2000 E St Johns Parkway	450
8	Harrel Grove	2000 E St Johns Parkway	780
9	Harrel Grove	2000 E St Johns Parkway	1,900
10	Houk	2640 Royal Oaks	4,117
11	Jefferson	700 S Watson	3,600
12	Kiwanis	1301 S McAuliff	7,090
13	Lions	6510 W Ferguson	3,400
14	Mill Creek	3001 E Mill Creek Pkwy	2,828
15	Mill Creek	3001 E Mill Creek Pkwy	2,952
16	Oval	800 N Court	1,827
17	Perry Family	Visalia Parkway/Cty Ctr	2,300
18	Pinkham Park	1000 S Pinkham	4,217
19	Plaza Park	1800 S Plaza Dr	920
20	Plaza Park	1800 S Plaza Dr	14,600
21	Recreation	345 N Jacob	2,420
22	Riverbend	2534 N Court	7,286
23	Rotary	1600 S Divisadero	2,800
24	Ruiz	639 E Buena Vista	5,500
25	Seven Oaks	900 S Edison	2,275
26	Seven Oaks	900 S Edison	2,844
27	Soroptimist	1900 N Linwood	3,400
28	Sports Park	3611 N Dinuba Blvd	6,126
29	Sports Park	3611 N Dinuba Blvd	3,534
30	Sports Park	3611 N Dinuba Blvd	14,137
31	Sports Park	3612 N Dinuba Blvd	6,784

32	Stonebrook	1200 W Hemlock	1,697
33	Stonebrook	1200 W Hemlock	2,275
34	Summers	247 W Ferguson	4,000
35	Sunset	5743 W. Lisendra	2,370
36	Sunset	5743 W. Lisendra	2,475
37	Sunset	5743 W. Lisendra	2,642
38	Village	309 Pearl	2,400
39	Whitendale	500 W Beech	1,640
40	Willow Glen	5200 W Hurley Ave	6,580
41	Woodland	1701 N. Woodland	4,750
Pocket Parks			
42	Shannon Ranch 1	3000 W Flagstaff	2,804
43	Shannon Ranch 2	3820 N Mendonca	3,688
44	Shannon Ranch 3	Zachary, Covina, Sedona	1,836
45	Spensor's Park	3228 W Clinton	714
46	Covey's Park	3108 W Elowin	1,809
47	Tiffany Ranch	5912 W Robinwood	1,044
48	West Park	4101 S. Kent	1,911
49	Willow Creek	4291 E. Bennet Circle	1,514
50	Patk Place	3401 S. Villa	2,548
51	Majestic Oak	2239 S. Grand St	1,514

Exhibit D-1
D-1 PLAYGROUND LOCATION MAP (SEPARATE ATTACHMENT)

(Condensed version of the map below)

A larger version of this map is provided as a separate attachment (Exhibit D-1)



XII. EXHIBTS

EXHIBIT "A"

A.BID FORM

RFB NO. 24-25-45
SUPPLY AND DELIVERY OF ENGINEERED WOOD FIBER TO DESIGNATED PLAYGROUND SITES ACROSS THE CITY OF VISALIA

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-45 dated: 9/20/25, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, services, and labor required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore.

BIDDER declares that this proposal is based upon careful examination of the Instructions to BIDDERs, and the contract requirements. If this bid is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the time and manner prescribed, Purchasing Division may proceed to award the contract to others.

BIDDER understands that a bid is required for the product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, royalties, delivery, freight, taxes and fees. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

Bidder understands that the quantities given on the Bid Proposal form 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 product purchased will correspond therewith.

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.

LOWEST BID will be determined by the Total Bid Price, calculated as: Unit Price per Cubic Yard × Estimated Quantity (1,500 C.Y.)

BIDDER shall calculate and enter the Total Bid Price in the space provided. Final compensation will be based on actual quantities delivered at the unit price bid.

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

Description:	**Unit Price** (per cubic yard, delivered: includes all material, delivery, taxes, and any applicable fees)	Quantity	Total Bid Price
Supply and Delivery of Engineered Wood Fiber per specifications of RFB-24-25-45	$ 30 /C.Y.	1,500 C. Y.	$ 45,000

Note: The estimated quantity of 1,500 cubic yards is for bid evaluation purposes only. Actual quantities may vary, and the City does not guarantee any specific purchase amount.

(1) Air Applied Mulch
Bidding Firm

(2) _____
Corporation, Partner, Joint Venture

(3) 10250 Badger Creek Ln. Wilton CA 95693
Business Address City State Zip Code

(916) 230-0167
Telephone Number Fax Number

bryce harper@airapplied.com
E-mail Address

(4) _____ 9/20/25
Signature of Authorized Person (Date)

Bryce Harper
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.

Bidding Firm: Air Applied Mulch

CONTRACTOR'S PERMIT INFORMATION

License Classification: Class A
Expiration Date: Nov 2nd 2025

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. Contact the Business Tax Division with any questions at (559) 713-4326.

Federal Tax I.D. No.: 85-3708703

REFERENCES

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

Company Name	Address	Tel. No.	Contact
1. City of Sacramento	915 I St. Sacramento CA 95814	(916) 387-5387	Ricardo
2. City of Stockton	425 N. El Dorado St. Stockton, CA 95202	(209) 901-5516	Nickole
3. Tulare USD	600 N. Cherry St. Tulare, CA 93274	(559) 837 9088	Phil

DESIGNATION OF SURETIES

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

Company Name	Address	Tel. No.	Type
Remedy Financial & Insurance Services	35226 Faraday Ct Fremont, CA 94536	(510) 405-1485	Luke Leydon ext # 14264214

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

EXHIBIT "B-1"

B-1 NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To Accompany Bid Form

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.

Signature _____ Date 9/20/25

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-2"

B-2 WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)
To Accompany Bid Form

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

Company: Air Applied Mulch

Business Address: 10250 Badger Creek Ln. Wilton, CA 95693

Signature: [signature]

Name of Signing Official: Bryce Harper

Title of Signing Official: Owner

Date: 9/20/25

Company Seal:

EXHIBIT "B-3"

B-3 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

To Accompany Bid Form

Equal Opportunity Clause

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

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: Air Applied Mulch

Business Address: 10250 Badger Creek Rd. Wilton, CA 95693

Signature: _____ Date: 9/20/25

Name & Title of Signing Official: Owner Bryce Harper

Company Seal (if any):

EXHIBIT "B-4"

B-4 OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

To Accompany Bid Form

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

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

10250 Badger Creek Lane Wilton, CA 95693

Address Air Applied Mulch

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:

Bryce Harper Owner

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know 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.

Signature of Company Authorized Individual — Bryce Harper — Print or Type Name of Authorized Individual

EXHIBIT "B-5"
To Accompany Bid Form

STATE OF CALIFORNIA
B-5 DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

CERTIFICATION

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

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
Air Applied Mulch	85-3708703
BY(Authorized Signature)	DATE EXECUTED
[signature]	9/20/25
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Bryce Harper	(916) 230-0167
TITLE	
Owner	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
10250 Badger Creek lane Wilton, CA 95693	

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 9/20/27 (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT "B-6"

B-6 AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

To Accompany Bid Form

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: Air Applied Mulch

Business Address: 10250 Badger Creek Ln. Wilton CA 95693

Signature: [signature]

Name of Signing Official: Bryce Harper

Title of Signing Official: Owner

Date: 9/20/25

Company Seal:
(if any)

EXHIBIT "B-7"

B-7 IRAN CONTRACTING ACT CERTIFICATION

(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

To Accompany Bid Form

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

☑ The Contractor is not:

(1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

○ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

○ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,00 over the life of the contract (up to 5 years).

Signature: Bryce Harper

Printed Name: Bryce Harper

Title: Owner

Agency Name: Air Applied Mulch

Date: 9/20/25

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 D

D. PLAYGROUND LOCATIONS AND PLAYGROUND SQUARE FOOTAGE

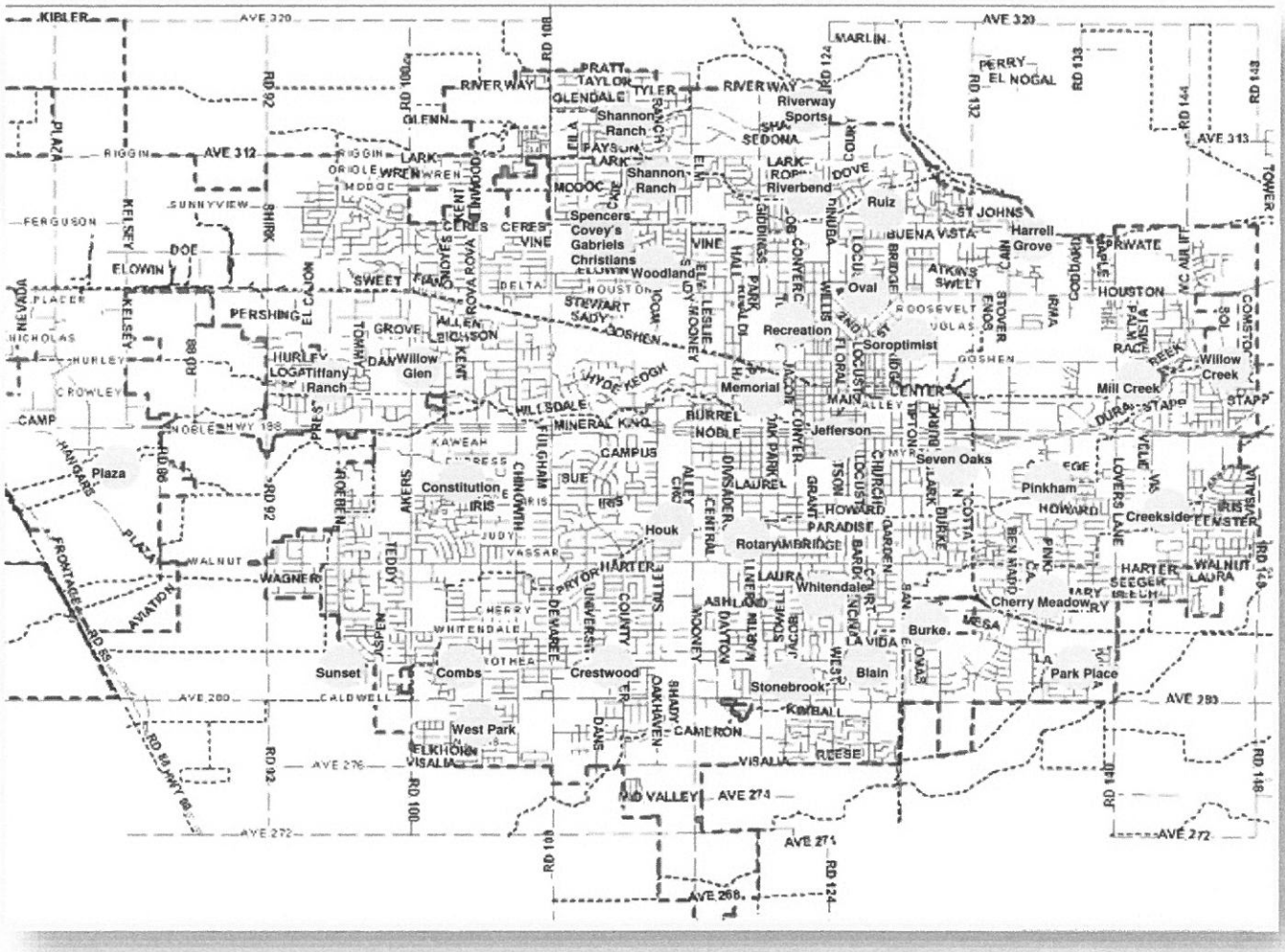
MAP #	PARK	ADDRESS	Playground Square Footage
1	Blain	3101 S Court St	4,800
2	Burke	3101 S Burke St	13,700
3	Cherry Meadow	2348 S Pinkham	6,750
4	Combs	3031 S Crenshaw	4,300
5	Constitution	1139 S Crenshaw	5,000
6	Fairview	805 W Wren	4,000
7	Harrel Grove	2000 E St Johns Parkway	450
8	Harrel Grove	2000 E St Johns Parkway	780
9	Harrel Grove	2000 E St Johns Parkway	1,900
10	Houk	2640 Royal Oaks	4,117
11	Jefferson	700 S Watson	3,600
12	Kiwanis	1301 S McAuliff	7,090
13	Lions	6510 W Ferguson	3,400
14	Mill Creek	3001 E Mill Creek Pkwy	2,828
15	Mill Creek	3001 E Mill Creek Pkwy	2,952
16	Oval	800 N Court	1,827
17	Perry Family	Visalia Parkway/Cty Ctr	2,300
18	Pinkham Park	1000 S Pinkham	4,217
19	Plaza Park	1800 S Plaza Dr	920
20	Plaza Park	1800 S Plaza Dr	14,600
21	Recreation	345 N Jacob	2,420
22	Riverbend	2534 N Court	7,286
23	Rotary	1600 S Divisadero	2,800
24	Ruiz	639 E Buena Vista	5,500
25	Seven Oaks	900 S Edison	2,275
26	Seven Oaks	900 S Edison	2,844
27	Soroptimist	1900 N Linwood	3,400
28	Sports Park	3611 N Dinuba Blvd	6,126
29	Sports Park	3611 N Dinuba Blvd	3,534
30	Sports Park	3611 N Dinuba Blvd	14,137
31	Sports Park	3612 N Dinuba Blvd	6,784

32	Stonebrook	1200 W Hemlock	1,697
33	Stonebrook	1200 W Hemlock	2,275
34	Summers	247 W Ferguson	4,000
35	Sunset	5743 W. Lisendra	2,370
36	Sunset	5743 W. Lisendra	2,475
37	Sunset	5743 W. Lisendra	2,642
38	Village	309 Pearl	2,400
39	Whitendale	500 W Beech	1,640
40	Willow Glen	5200 W Hurley Ave	6,580
41	Woodland	1701 N. Woodland	4,750
Pocket Parks			
42	Shannon Ranch 1	3000 W Flagstaff	2,804
43	Shannon Ranch 2	3820 N Mendonca	3,688
44	Shannon Ranch 3	Zachary, Covina, Sedona	1,836
45	Spensor's Park	3228 W Clinton	714
46	Covey's Park	3108 W Elowin	1,809
47	Tiffany Ranch	5912 W Robinwood	1,044
48	West Park	4101 S. Kent	1,911
49	Willow Creek	4291 E. Bennet Circle	1,514
50	Patk Place	3401 S. Villa	2,548
51	Majestic Oak	2239 S. Grand St	1,514

Exhibit D-1
D-1 PLAYGROUND LOCATION MAP (SEPARATE ATTACHMENT)

(Condensed version of the map below)

A larger version of this map is provided as a separate attachment (Exhibit D-1)



ANNUAL CONTRACT FOR SUPPLY AND DELIVERY OF ENGINEERED WOOD FIBER TO DESIGNATED PLAYGROUND SITES ARCOSS THE CITY OF VISALIA

(City of Visalia Bid No. 24-25-45)

This Agreement, entered into and effective this _____ day of _____, 20___ ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Air Applied Mulch hereinafter referred to as the "CONTRACTOR", "VENDOR, "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is sign supplier with a primary business address of 10250 Badger Creek Ln., Wilton, CA 9569 and SSN or EIN: 85-3708703; and

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

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

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

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

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

2. ATTACHMENTS INCORPORATED:

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

ATTACHMENT#	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 24-25-45, Supply and Delivery of Engineered Wood Fiber to Designated Playground Sites across the City of Visalia
Attachment 4	CONTRACTOR's bid in response to Bid No. 24-25-45

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

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

All work described in Scope of Services in Bid No. 24-25-45.

4. CITY COMMITMENTS:

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

TASK	**COMPLETION DATE**
Pay Contractor as items are delivered and invoiced	As requested by Contractor

5. COMPENSATION:

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

Total Compensation:	Not to exceed $45,000 annually at Contractor's stated unit prices of $30.00 per cubic yard.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from receipt of invoice for delivered product

6. CONTRACT PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

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

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

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

CONTRACTOR

Dated: _____ By:_____

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

CITY OF VISALIA

Dated: _____ By:_____
City Manager

Dated: _____ By:_____
City Attorney

Dated: _____ By:_____
City of Visalia Risk Manager

Dated: _____ By:_____
City of Visalia Project Manager

Exhibit "C"

Attachment 1
GENERAL CONTRACT PROVISIONS

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

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

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

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

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

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

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

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

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **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.

a. 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.

b. 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. <u>Proof of Coverage</u>.

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

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

EXHIBIT "B-4"

B-4 OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

To Accompany Bid Form

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

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

10250 Badger Creek Lane Wilton, CA 95693

Address Air Applied Mulch

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:

Bryce Harper Owner

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know 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.

Signature of Company Authorized Individual

Bryce Harper

Print or Type Name of Authorized Individual

Visalia City Council

Staff Report

File #: 25-0585 **Agenda Date:** 1/20/2026 **Agenda #:** 12.

Agenda Item Wording:
Award construction management services- Authorize the City Manager to execute an agreement with 4 Creeks, Inc. to provide construction management services for the Tulare Avenue Major Street Rehabilitation from Roeben to Demaree in the amount of $275,000.

Prepared by:
Jonathan Frausto, Associate Engineer, Jonathan.frausto@visalia.gov, 713-4369
Diego Corvera, Senior Civil Engineer, Diego.Corvera@visalia.gov, 713-4209
Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.gov, 713-4540
Chris Crawford, City Engineer, Chris.Crawford@visalia.gov, 713-4331
Jason Huckleberry, Engineering and Building Department Director, Jason.Huckleberry@visalia.gov, (559) 713-4495

Department Recommendation:
Staff recommends that the City Council authorize the City Manager to execute an agreement with 4 Creeks, Inc. to provide construction management services for the Tulare Avenue major rehabilitation project from Roeben to Demaree in the amount of $275,000.

Summary:
This project will initiate the construction phase for the rehabilitation of Tulare Avenue from Roeben Street to Demaree Street. Improvements include pavement resurfacing and targeted repairs to curbs, gutters, sidewalks, drain inlets, sanitary sewer manholes and ADA ramps, as well as modifications to existing traffic signal equipment throughout the corridor. The project will also extend the Class IV protected bike lane, completing the segment between Demaree and Roeben.

Background Discussion:
The City of Visalia is currently maintaining a street network of approximately 507 centerline miles of roadway and nearly 100 million square feet of pavement. In an effort to appropriately direct maintenance activities and optimize the use of the limited maintenance funds available, staff incorporated a pavement management program (PMP) 11 years ago, following the lead of other similarly sized California municipalities.

Tulare Avenue, as identified in the pavement management plan, was selected for resurfacing. This project includes a pavement rehabilitation of approximately 1.5 miles of roadway on Tulare Avenue from Roeben to Demaree Streets. The rehabilitation work includes removing isolated areas of pavement failures, also known as dig outs, grinding the existing pavement section and overlay with hot mix asphalt. In addition to these improvements the project will also upgrade some of the existing curb ramps to meet current Americans with Disabilities Act (ADA) requirements and Public Rights-of-Way Access Guidelines (PROWAG). The project will incorporate some traffic signal improvements at intersections throughout the corridor. With these improvements the City of Visalia is implementing multimodal transportation enhancements such as Class IV Bike lanes through the use of modular

curbing and on-street parking protection.

On-Call Consultant Selection:
The City of Visalia Purchasing Division previously issued a request for proposals (RFP 20-21-18) to retain up to three (3) qualified consulting firms to provideconstruction management (CM) and resident Ingineering (RE) services on an on-call basis. In response to the solicitation, the City received and evaluated seven (7) proposals. A selection committee reviewed and ranked the proposals and established a list of three qualified firms. The firms selected were:

- NV5, Inc.
- 4 Creeks, Inc.
- Vanir Construction Management, Inc.

The resulting on-call contract is a one-year agreement with the option for up to four (4) additional one -year renewals. All three firms met the requirements outlined in RFP 20-21-18 and have previously performed work for the City on various projects with positive performance evaluations from City construction management staff and listed references.

Mini-RFP Consultant Selection:
In order to comply with state requirements outlined in the Local Assistance Procedures Manual (LAPM), the City of Visalia Engineering & Building Department utilized the established on-call consultant list to initiate a project-specific mini-RFP process. All qualified on-call consultants were invited to submit proposals, and proposals were received from all three firms.

A selection committee was formed and evaluated the proposals in accordance with the evaluation criteria outlined in the mini-RFP. Based on the committee's review**, 4 Creeks, Inc.** was determined to be the highest-ranked and most qualified firm and is recommended for selection.

Fiscal Impact:

Budget Overview:
The majorroadrehabilitation on Tulare Avenue from Roeben to Demaree Street is funded using the Surface Transportation Block Grant Program (STBGP) through the Federal Highway Administration (FHWA) and the Road Maintenance and Rehabilitation Account (RMRA) (SB1).

Tulare Ave from Roeben to Demaree (CP0603)	
Project Funding Source	
Surface Transportation Block Grant Progr	$ 3,086,000
Road Maintenance and Rehabilitation Act	$ 835,000
Total Project Funding	**$ 3,921,000**
Estimated Project Costs	
Project Management (Project Design & M	$ 30,000
Construction	$ 4,473,867
Construction Contingency (~10.0%)	$ 450,000

Construction Management (City Consulta	$ 275,000
Construction Management (Staff Time)	$ 25,000
Construction Services (Inspection)	$ 75,000
Construction Services (Material Testing)	$ 75,000
Construction Services (Independent Assu	$ 10,000
Construction Services (Construction Stak	$ 25,000
Total Estimated Project Costs	**$ 5,438,867**
Surplus (Deficit)	**($1,517,867)**
Transfer RMRA (SB1) funds (Fund 113 Whitendale Road Rehab project (CP07	**$ 1,495,000**
Transfer Annual Replace and Relocate Mains Project (CP9456)	**$ 25,000**

The shown budget shortfall and the recommended transfer of funds is being taken into consideration for City Council approval on January 20, 2026 as part of consent calendar item (25-0577).

Prior Council Action:
June 16, 2025 Adopted Resolution No. 2025-41 to designate 2025/26 SB1 RMRA funding of $3,900,000 to the Tulare Avenue Road Rehabilitation Projects from Roeben to Cotta. 1) Tulare Avenue Roeben to Demaree project ($835,000) and 2) Tulare Avenue Demaree to Cotta project ($3,065,000).

July 18, 2022 Accepted and authorized the appropriation of 2,989,000 of STBGP and HIP funds for the Tulare Ave from Demaree St to Cotta St project and $3,086,000 of STBG funds for the Tulare Ave from Roeben St to Demaree St project.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to execute an agreement with 4 Creeks, Inc. to provide construction management services for the Tulare Avenue Major Road Rehabilitation Project from Roeben to Demaree in the amount of $275,000.

Environmental Assessment Status: Environmental assessment has been cleared by Caltrans.

CEQA Review: NEPA/CEQA are completed.

Deadline for Action: 1/20/2026

Attachments:
1. 4 Creeks, Inc. ownership disclosure form

2. Project location map
3. 4 Creeks, Inc. draft agreement

DISCLOSURE STATEMENTS

The following disclosure & 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

4Creeks

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

324 S. Santa Fe St., Visalia, CA 93291

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:

CEO: Matthew Ainley	CPO: Molly Muirhead	Director: David De Groot
COO: Joel Alipaz	CMO: Eric Riley	Director: Rose Morgan
CFO: Cody Smith	Director: Randy Wasnick	No stockholders over 10%

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.

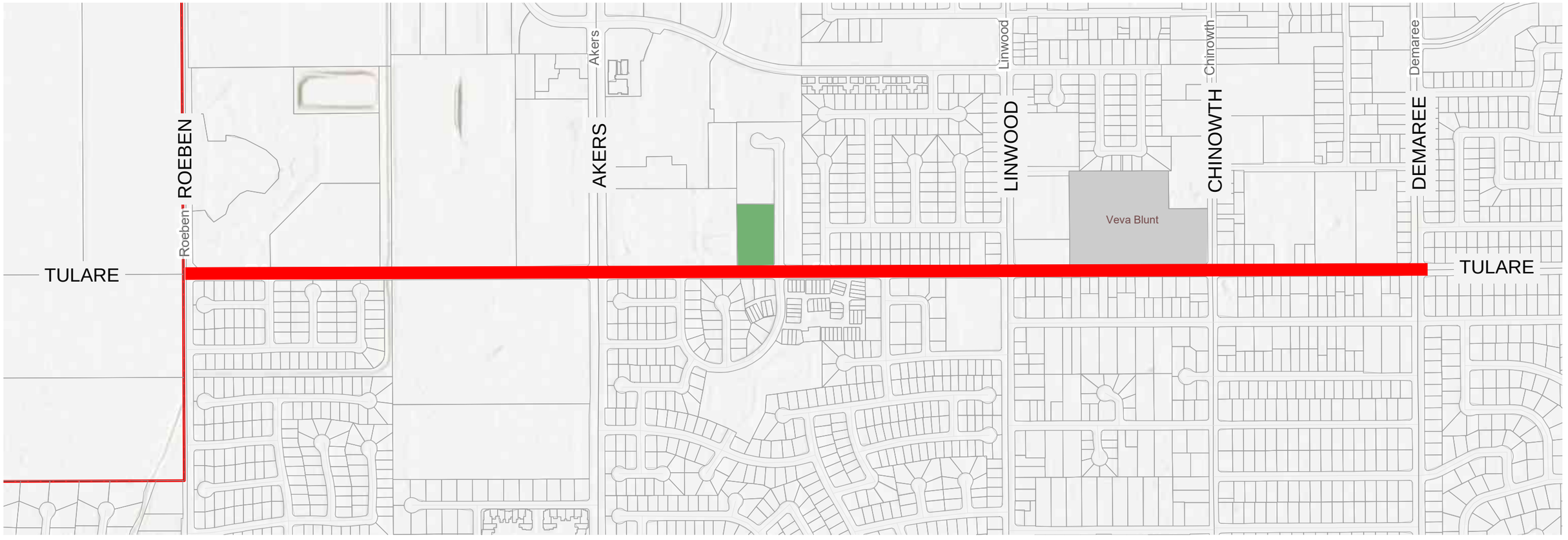
4Creeks

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Matthew Ainley

Print or Type Name of Authorized Individual



PROJECT CONSTRUCTION LIMITS

1:9,360

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

VISALIA

ENGINEERING & BUILDING
CITY HALL EAST
315 E. ACEQUIA AVENUE
VISALIA, CA 93291
TEL: 559.713.4444

PROFESSIONAL SERVICES AGREEMENT FOR
CONSTRUCTION MANAGEMENT SERVICES FOR
TULARE AVENUE MAJOR ROAD REHABILITATION (ROEBEN TO DEMAREE)

This Agreement, entered into this _____ day of _____, 2025, by and between the City of Visalia, hereinafter referred to as the "CITY", and 4 Creeks, 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 issued a mini-Request for Proposals ("mini-RFP"), attached hereto as Exhibit "A," which outlines the PROJECT and the professional services requested by the CITY, and the CONSULTANT submitted a technical proposal in response, attached hereto as Exhibit "C"; and

WHEREAS, Exhibit "A" includes the complete mini-Request for Proposals package issued by the CITY, together with all attachments, appendices, exhibits, and any addenda or written clarifications released during the mini-RFP process, all of which are hereby incorporated into and made part of this Agreement by reference; and

WHEREAS, the CITY desires to obtain the professional and technical services described in Exhibit "A," as supplemented and clarified by the CONSULTANT's proposal in Exhibit "C" (collectively 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 services necessary and appropriate to complete, in a manner satisfactory to the CITY, the tasks and deliverables described in Exhibit "A" (mini-RFP Scope of Work) and further supplemented by Exhibit "C" (CONSULTANT's Technical Proposal). These documents collectively constitute the Scope of Work for the PROJECT unless modified by a written amendment executed by both parties.

B. Additional and Optional Task: The CITY may request incidental, supplemental, or otherwise unforeseen services related to the PROJECT that are not specifically included in Exhibits "A" or "C". The CONSULTANT agrees to provide such additional services at the rates listed in Exhibit "B" – Consultant Schedule of Fees. No additional or optional tasks shall be undertaken by the CONSULTANT without prior written authorization from the 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 the Exhibits, 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 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 total fixed-fee amount of Twenty-Two Thousand Dollars ($22,000) for those portions of the PROJECT designated as fixed-fee work. The CITY further agrees to pay a time-and-materials not-to-exceed amount of Two Hundred Thirty-Eight Thousand Two Hundred Twenty-Seven Dollars ($238,227) for those portions of the PROJECT designated to be compensated on a time-and-materials basis, as identified in Exhibit "D" – Project Fees. Together with the fixed-fee amount identified above, the total not-to-exceed compensation authorized under this Agreement shall not exceed Two Hundred Sixty Thousand Two Hundred Twenty-Seven Dollars ($260,227).

All compensation shall be paid in accordance with Exhibit "D," and all billing rates shall be consistent with Exhibit "B" – Consultant's Schedule of Fees. The total compensation specified in Exhibit "D" shall constitute full payment for all authorized services, including labor, subconsultants, document production, materials, and out-of-pocket expenses associated with the PROJECT.

No compensation beyond the amounts identified in Exhibit "D" shall be authorized unless approved in advance by the CITY through a written amendment or written authorization.

B. Payment of Compensation: The CONSULTANT may submit invoices no more than once per month.

Payment for fixed-fee tasks shall be based on the percentage of each phase or task completed to date, as identified in the Scope of Work and Project Fees. Each invoice for fixed-fee services shall identify the percentage of each task completed to date and the incremental progress made since the preceding invoice, if any.

Payment for time-and-materials tasks shall be based on actual hours worked multiplied by the billing rates set forth in Exhibit "B" – Consultant's Schedule of Fees all in accordance with the not-to-exceed amounts identified in Exhibit "D" – Project Fees.

The CITY shall pay all undisputed amounts within thirty (30) days following receipt of a written and verified invoice.

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: **Ian Williams** 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 fifteen (15) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

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

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

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

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

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

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

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

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

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

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

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

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 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	CONSULTANT
707 W. Acequia Ave.	4 Creeks, Inc.
Visalia, CA 93291	324 S. Santa Fe Street
Attention: City Clerk	Visalia, CA 93291
	Attention: Ian Williams

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

_____

Approved as to Form

_____

City Attorney

_____

Risk Manager

_____

Project Manager

Attachments:

Exhibit “A”: Scope of Work - as presented in the mini-RFP
(Exhibit A includes all attachments, appendices, and addenda issued as part of the mini-RFP)
Exhibit “B”: Project Schedule of Fees – as presented in RFP No. 20-21-18
Exhibit “C”: Project Scope of Work – As Submitted by Consultant
Exhibit “D”: Project Fees – As submitted by Consultant
Exhibit “E”: State & Federal Acknowledgment

Visalia City Council

Staff Report

File #: 25-0586 **Agenda Date:** 1/20/2026 **Agenda #:** 13.

Agenda Item Wording:
Award construction material testing services - Authorize the City Manager to execute an agreement with Krazan & Associates to provide geotechnical material testing services for the Tulare Avenue Major Street Rehabilitation from Roeben to Demaree in the amount of $75,000.

Prepared by:
Jonathan Frausto, Associate Engineer, Jonathan.frausto@visalia.gov, 713-4369
Diego Corvera, Senior Civil Engineer, Diego.Corvera@visalia.gov, 713-4209
Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.gov, 713-4540
Chris Crawford, City Engineer, Chris.Crawford@visalia.gov, 713-4331
Jason Huckleberry, Engineering and Building Department Director, Jason.Huckleberry@visalia.gov, (559) 713-4495

Department Recommendation:
Staff recommends that the City Council authorize the City Manager to execute an agreement with Krazan & Associates, Inc. to provide geotechnical material testing services for the Tulare Avenue Major Rehabilitation project from Roeben to Demaree in the amount of $75,000.

Summary:
This project will initiate the construction phase for the rehabilitation of Tulare Avenue from Roeben Street to Demaree Street. Improvements include pavement resurfacing and targeted repairs to curbs, gutters, sidewalks, drain inlets, sanitary sewer manholes and ADA ramps, as well as modifications to existing traffic signal equipment throughout the corridor. The project will also extend the Class IV protected bike lane, completing the segment between Demaree and Roeben.

Background Discussion:
The City of Visalia is currently maintaining a street network of approximately 507 centerline miles of roadway and nearly 100 million square feet of pavement. In an effort to appropriately direct maintenance activities and optimize the use of the limited maintenance funds available, staff incorporated a Pavement Management Program (PMP) 11 years ago, following the lead of other similarly sized California municipalities.

Tulare Avenue, as identified in the Pavement Management Plan, was selected for resurfacing. This project includes a pavement rehabilitation of approximately 1.5 miles of roadway on Tulare Avenue from Roeben to Demaree Street. The rehabilitation work includes removing isolated areas of pavement failures, also known as dig outs, grinding the existing pavement section and overlay with hot mix asphalt. In addition to these improvements the project will also upgrade some of the existing curb ramps to meet current Americans with Disabilities Act (ADA) requirements and Public Rights-of-Way Access Guidelines (PROWAG). The project will incorporate some traffic signal improvements at intersections throughout the corridor. With these improvements the City of Visalia is implementing multimodal transportation enhancements such as Class IV Bike lanes through the use of modular

curbing and on-street parking protection.

On-Call Consultant Selection:
The City of Visalia Purchasing Division issued a request for Qualifications (RFQ 23-24-04) to retain up to five (5) qualified consulting firms to provide Material Testing Services on an on-call basis. The City received and reviewed eight (8) proposals in response to the solicitation. A selection committee reviewed and ranked each proposal to develop a list of five qualified firms. The firms selected are as follows:

- Krazan & Associates, Inc. from Clovis, CA,
- Moore Twining Associates, Inc. from Fresno, CA,
- Kleinfelder from Fresno, CA,
- NV5 West, Inc. from Bakersfield/Visalia, CA and
- BSK Associates from Fresno, CA.

The on-call contract is a one-year contract with up to 4 additional one-year renewals.

The top five (5) Consultants listed above all met the requirements presented in RFQ 23-24-04 and have all worked on various City projects in the past with positive reviews from City's construction managers and listed references. These testing laboratories have field technicians that are located within a 45-mile radius of the City Limits of Visalia which is very beneficial when testing services are required on short notice. In addition, all personnel and laboratories for these firms are all properly certified.

Mini-RFP Consultant Selection:
In order to comply with state requirements outlined in the Local Assistance Procedures Manual (LAPM), the City of Visalia Engineering & Building Department utilized the established on-call consultant list to initiate a project-specific mini-RFP process. All qualified on-call consultants were invited to submit proposals, and proposals were received from all five firms.

A selection committee was formed and evaluated the proposals in accordance with the evaluation criteria outlined in the mini-RFP. Based on the committee's review**, Krazan & Associates, Inc.** was determined to be the highest-ranked and most qualified firm and is recommended for selection.

Fiscal Impact:

Budget Overview:
The Major Road Rehabilitation on Tulare Avenue from Roeben to Demaree Street is funded using the Surface Transportation Block Grant Program (STBGP) through the Federal Highway Administration (FHWA) and the Road Maintenance and Rehabilitation Account (RMRA) (SB1).

Tulare Ave from Roeben to Demaree (CP0603)	
Project Funding Source	
Surface Transportation Block Grant Progr	$ 3,086,000
Road Maintenance and Rehabilitation Act	$ 835,000

Total Project Funding	**$ 3,921,000**
Estimated Project Costs	
Project Management (Project Design & M	$ 30,000
Construction	$ 4,473,867
Construction Contingency (~10.0%)	$ 450,000
Construction Management (City Consulta	$ 275,000
Construction Management (Staff Time)	$ 25,000
Construction Services (Inspection)	$ 75,000
Construction Services (Material Testing)	$ 75,000
Construction Services (Independent Assu	$ 10,000
Construction Services (Construction Stak	$ 25,000
Total Estimated Project Costs	**$ 5,438,867**
Surplus (Deficit)	**($1,517,867)**
Transfer RMRA (SB1) funds (Fund 113 Whitendale Road Rehab project (CP07	**$ 1,495,000**
Transfer Annual Replace and Relocate Mains Project (CP9456)	**$ 25,000**

The shown budget shortfall and the recommended transfer of funds is being taken into consideration for City Council approval on January 20, 2026 as part of consent calendar item (File No. 25-0577).

Prior Council Action:
June 16, 2025 Adopted Resolution No. 2025-41 to designate 2025/26 SB1 RMRA funding of $3,900,000 to the Tulare Avenue Road Rehabilitation Projects from Roeben to Cotta. 1) Tulare Avenue Roeben to Demaree project ($835,000) and 2) Tulare Avenue Demaree to Cotta project ($3,065,000).

July 18, 2022 Accepted and authorized the appropriation of 2,989,000 of STBGP and HIP funds for the Tulare Ave from Demaree St to Cotta St project and $3,086,000 of STBG funds for the Tulare Ave from Roeben St to Demaree St project.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to execute an agreement with Krazan & Associates, Inc. to provide geotechnical material testing services for the Tulare Avenue Major Road Rehabilitation Project from Roeben to Demaree in the amount of $75,000.

Environmental Assessment Status: Environmental assessment has been cleared by Caltrans.

CEQA Review: NEPA/CEQA are completed.

Deadline for Action: 1/20/2026

Attachments:

1. Krazan & Associates, Inc. Ownership Disclosure Form
2. Project Location Map
3. Krazan & Associates, Inc. Draft Agreement

The following disclosure & 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

Krazan & Associates

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

215 W. Dakota Ave Clovis CA 93612

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:

Dean Alexander
Kip Williamson
Dave Jarosz

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.

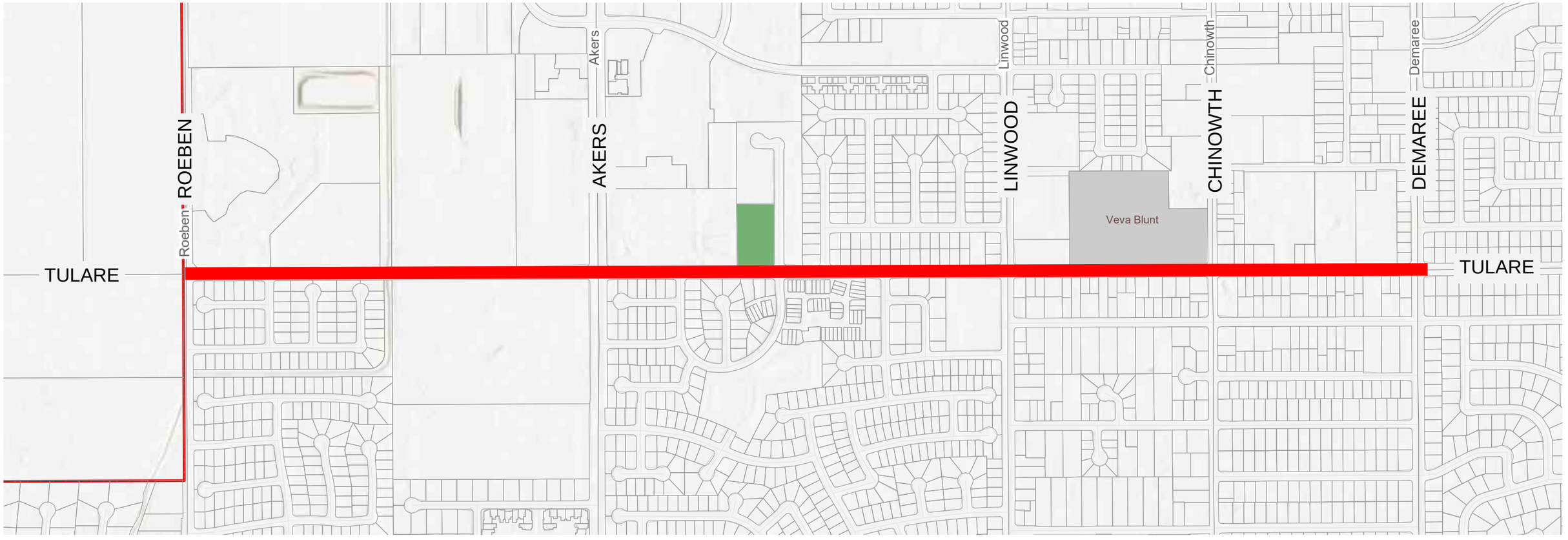
Krazan & Associates

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Ian Beatty

Print or Type Name of Authorized Individual



PROJECT CONSTRUCTION LIMITS

1:9,360

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

VISALIA

ENGINEERING & BUILDING
CITY HALL EAST
315 E. ACEQUIA AVENUE
VISALIA, CA 93291
TEL: 559.713.4444

PROFESSIONAL SERVICES AGREEMENT FOR
MATERIA TESTING SERVICES FOR
TULARE AVENUE MAJOR ROAD REHABILITATION (ROEBEN TO DEMAREE)

This Agreement, entered into this _____ day of _____, 2025, by and between the City of Visalia, hereinafter referred to as the "CITY", and Krazan & Associates, 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 issued a mini-Request for Proposals ("mini-RFP"), attached hereto as Exhibit "A," which outlines the PROJECT and the professional services requested by the CITY, and the CONSULTANT submitted a technical proposal in response, attached hereto as Exhibit "C"; and

WHEREAS, Exhibit "A" includes the complete mini-Request for Proposals package issued by the CITY, together with all attachments, appendices, exhibits, and any addenda or written clarifications released during the mini-RFP process, all of which are hereby incorporated into and made part of this Agreement by reference; and

WHEREAS, the CITY desires to obtain the professional and technical services described in Exhibit "A," as supplemented and clarified by the CONSULTANT's proposal in Exhibit "C" (collectively 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 services necessary and appropriate to complete, in a manner satisfactory to the CITY, the tasks and deliverables described in Exhibit "A" (mini-RFP Scope of Work) and further supplemented by Exhibit "C" (CONSULTANT's Technical Proposal). These documents collectively constitute the Scope of Work for the PROJECT unless modified by a written amendment executed by both parties.

B. Additional and Optional Task: The CITY may request incidental, supplemental, or otherwise unforeseen services related to the PROJECT that are not specifically included in Exhibits "A" or "C". The CONSULTANT agrees to provide such additional services at the rates listed in Exhibit "B" – Consultant Schedule of Fees. No additional or optional tasks shall be undertaken by the CONSULTANT without prior written authorization from the 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 the Exhibits, 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 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, compensation on a time-and-materials basis not to exceed Sixty-Four Thousand Seven Hundred Eighty-Five Dollars ($64,785) for all portions of the PROJECT designated to be compensated on a time-and-materials basis, as identified in Exhibit "D" – Project Fees. The total not-to-exceed compensation authorized under this Agreement shall not exceed Sixty-Four Thousand Seven Hundred Eighty-Five Dollars ($64,785) unless modified by a written amendment approved by the CITY.

All compensation shall be paid in accordance with Exhibit "D," and all billing rates shall be consistent with Exhibit "B" – Consultant's Schedule of Fees. The total compensation specified in Exhibit "D" shall constitute full payment for all authorized services, including labor, subconsultants, document production, materials, and out-of-pocket expenses associated with the PROJECT.

No compensation beyond the amounts identified in Exhibit "D" shall be authorized unless approved in advance by the CITY through a written amendment or written authorization.

B. Payment of Compensation: The CONSULTANT may submit invoices no more than once per month.

Payment for fixed-fee tasks shall be based on the percentage of each phase or task completed to date, as identified in the Scope of Work and Project Fees. Each invoice for fixed-fee services shall identify the percentage of each task completed to date and the incremental progress made since the preceding invoice, if any.

Payment for time-and-materials tasks shall be based on actual hours worked multiplied by the billing rates set forth in Exhibit "B" – Consultant's Schedule of Fees all in accordance with the not-to-exceed amounts identified in Exhibit "D" – Project Fees.

The CITY shall pay all undisputed amounts within thirty (30) days following receipt of a written and verified invoice.

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: **Ian Beatty** 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 fifteen (15) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

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

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

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

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

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

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

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

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

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

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

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

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 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	CONSULTANT
707 W. Acequia Ave.	Krazan & Associates, Inc.
Visalia, CA 93291	215 W. Dakota Avenue
Attention: City Clerk	Clovis, CA 93611
	Attention: Ian Beatty

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

_____

Approved as to Form

_____

City Attorney

_____

Risk Manager

_____

Project Manager

Attachments:

Exhibit “A”: Scope of Work - as presented in the mini-RFP
(Exhibit A includes all attachments, appendices, and addenda issued as part of the mini-RFP)
Exhibit “B”: Consultant Schedule of Fees – as presented in RFQ No. 23-24-04
Exhibit “C”: Project Scope of Work – As Submitted by Consultant
Exhibit “D”: Project Fee – As submitted by Consultant
Exhibit “E”: State & Federal Acknowledgment

Visalia City Council

Staff Report

File #: 25-0453 **Agenda Date:** 1/20/2026 **Agenda #:** 14.

Agenda Item Wording:
Conditional award for Cameron Creek linear recharge project - Conditionally authorize the City Manager to award the construction contract to Katch Environmental, Inc for the Cameron Creek linear recharge project in the amount of $2,201,753.32; approve change order number one for scope change in the reduction amount of ($32,913); and appropriate $845,125 from the General Fund 001 to be reimbursed as described in this report.

Prepared by:
Rebecca Keenan, Senior Civil Engineer, 713-4541; Rebecca.Keenan@visalia.gov
Christopher Crawford, City Engineer, 713-4331; Chris.Crawford@visalia.gov
Nick Bartsch, Public Works Director, 713-4052; Nick.Bartsch@visalia.gov
Jason Huckleberry, Eng & Bldg. Director, 713-4495; Jason.Huckleberry@visalia.gov

Department Recommendation:
Staff recommends that the City Council authorize the City Manager to conditionally award, pending written approval from DWR of change in grant scope, the construction contract to Katch Environmental, Inc. for the Cameron Creek linear recharge project in the amount of $2,201,753.32; approve change order number one for scope change in the reduction amount of ($32,913); and appropriate $845,125 from the General Fund 001 to be reimbursed as described in this report.

Summary:
This project consists of construction of two (2) new reinforced concrete check structure facilities and one tie-in to the existing Pearl Woods development storm basin within the Cameron Creek channel. The project's goal is to increase groundwater recharge through linear water pools that will percolate over time to recharge the groundwater aquifer in the vicinity of the City limits. The "Measurement" concrete check structure will be located east of the City, at Road 156 and Cameron Creek, and the "Lovers" check structure will be located at Lovers Lane and Cameron Creek. The storm basin tie-in will be located west of Road 148, adjacent to the Pearl Woods subdivision, near the SCE Rector Station.

This project is funded by a $2,000,000 California Department of Water Resources (DWR) - Sustainable Groundwater Management Act (SGMA) Implementation Grant, by local groundwater recharge funds (224), and by funding from the Mid-Kaweah Groundwater Sustainability Agency (MKGSA). The project is a cooperative effort between the City of Visalia, Kaweah Delta Water Conservation District (KDWCD), and Tulare Irrigation District (TID), and the GSA's.

On October 2, 2025, the City of Visalia Purchasing Division received and opened four (4) bid packages in response to RFB 25-26-06. Katch Environmental, Inc. submitted the apparent low bid of $2,661,400.95, which is the total of the Base Bid + Alternate Bid "A" + Alternate Bid "B" + Alternate Bid "C". This bid combination was set up to help establish the apparent low bidder. After reviewing the bid packages, staff found that Katch Environmental, Inc. was the successful low bidder, although

the bid came in $863,393.95 above the engineer's estimate. After consultation with TID, staff recommends award of the Base Bid + Alternative Bid "C" in the amount of $2,201,753.32, plus approval of Change Order No. 1 for a deduction of $32,913.00, resulting in a total construction contract of $2,168,840.32. This award combination will eliminate one of the grant required concrete check structures, which will provide construction savings of $414,647.63. The team is currently working with DWR to obtain approval of this change in grant scope, and for that reason, award of this contract to Katch Environmental Inc. is conditioned on receiving that approval. Should the DWR disapprove this change in scope, staff will return to Council for additional direction.

Even with the elimination of one check structure, there is still an overall project budget deficit of approximately $(845,125.56). The team is currently working with the grant agency to redistribute $195,125.56 from another project to this one, and TID has secured additional funding through the MKGSA, as further described in this report. Therefore, staff recommends that the City Council appropriate $845,125.56 from the General Fund 001, to be reimbursed by the grant agency and the MKGSA after the project close-out.

Background Discussion:
On February 7, 2022, the City Council adopted Resolution 2022-06 authorizing the Greater Kaweah Groundwater Sustainability Agency to submit a grant application for the Cameron Creek Check Structure project. The Department of Water Resources (DWR) administers the Sustainable Groundwater Management Act (SGMA) grant program with funds authorized under the California Budget Act of 2021 and Proposition 68. Projects are intended to address groundwater impacts and to help achieve regional groundwater sustainability in groundwater recharge and associated projects.

The Cameron Creek linear recharge project was developed through a cooperative effort for groundwater management between the City of Visalia, Kaweah Delta Water Conservation District (KDWCD), and the Tulare Irrigation District (TID) using the 2010 "Packwood and Cameron Creeks pool and basin reconnaissance study" prepared by Provost & Pritchard as the initial guidance (Attachment 2). The study includes pool capacity analysis at several sections within Cameron Creek, which helped identify some potential check structure locations. The final locations were established during the preliminary site analysis phase, through coordination with Provost & Pritchard (P&P), KDWCD and TID; with site access & operability weighing heavily. In addition, since the underground aquifer gradually flows west and south, the selected sites are located east of Lovers Lane, to provide the maximum benefit to Visalia residents west of the sites.

The City of Visalia provided the project management, including managing engineering, permitting, & environmental efforts; and provided on-going documentation needed for the grant administration. This effort was coordinated with partner agencies TID, KDWCD, and the MKGSA. Provost & Pritchard provided engineering, permitting, and environmental compliance consulting services. They will also be providing biological surveys, construction staking, and construction support under their existing agreement. The City's Public Works Department has worked with TID to prepare an agreement for post-construction operation, maintenance and reporting to the DWR (which will be done by TID).

As previously discussed, on September 4, 2025, the City of Visalia issued Request for Bid No. 25-26-06 to obtain construction Bids for the Cameron Creek linear recharge project. The project, as shown in the solicitation, included a base bid and three (3) alternateb. The following explains the process involved with the Katch Environmental contract, including the bid solicitation scope of work,

establishment of the low bidder, bid cost analysis, and the recommended construction award.

1. Bid solicitation scope of work: The solicitation for this project included a Base Bid and three alternate bids. The base bid includes all the work needed for construction of the "Measurement" check structure, the "Lovers" check structure, and the connection of Cameron Creek to the Pearl Woods basin. The two concrete structures will be equipped with control gates and weir boards to help maintain high water levels in the channel. Work will include earthwork, concrete check structures, canal lining, installation of a manhole & storm pipe, and a telemetry system. P&P also designed a third check structure, the "Rector" check, which was included as alternative bid "A" of the solicitation. Alternative bid "B" included construction of a rubble dam at the Rector location (instead of the concrete check), and alternative bid "C" includes a pump bypass system to be used only with written authorization from the City, if needed due to storm events.

2. Establishment of 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 OF THE BASE BID + ALTERNATE BID "A" + ALTERNATE BID "B" + ALTERNATE BID "C". For this project, Katch Environmental, Inc. submitted the apparent low bid of $2,661,400.95.

TABLE 1

No.	Contractor	Location	Total Sum Bid
1.	Katch Environmental, Inc.	Fresno, CA	$2,661,400.95
2.	DNB Infrastructure Inc.	Sacramento, CA	$3,049,900.00
3.	Cal Valley Construction, Inc.	Fresno, CA	$3,397,191.00
4.	Laurel Ag & Water	Bakersfield, CA	$4,677,713.06

The bid package for Katch was reviewed and found to be in compliance with the City's requirements. Staff also contacted the listed references at the High Speed Rail CP 2-3, High Speed Rail Segment 3, and Vanir. All three expressed satisfaction with the contractor's past performance and recommended them. They reported that the contractor performed well on their portions and completed the work in accordance with the project plans and specifications. This will be Katch's first project for the City of Visalia.

3. Bid Cost Analysis: The lowest responsive bid from Katch Environmental, Inc. is $2,661,400.95, which is 48% over the engineer's estimate of $1,798,007.00. The engineer's estimate and the submitted bids can be seen in the following table:

TABLE 2

Bid Items	Engineer's Estimate	Katch Environmental	DNB Infrastructure	Cal Valley Construction	Laurel Ag & Water
Base Bid	$1,403,587.00	$1,999,883.02	$2,297,400.00	$2,762,191.00	$2,882,423.06
Alt "A"	$219,420.00	$414,647.63	$440,000.00	$260,000.00	$550,768.00
Alt "B"	$25,000.00	$45,000.00	$12,500.00	$25,000.00	$38,384.00

Alt "C"	$150,000.00	$201,870.30	$300,000.00	$350,000.00	$1,206,138.00
TOTAL Base Bid + Alt "A" + Alt "B" + Alt "C"	$1,798,007.00	$2,661,400.95	$3,049,900.00	$3,397,191.00	$4,677,713.06

Staff coordinated with Katch Environmental and Provost & Pritchard to analyze the bid discrepancy versus the engineer's estimate. The contractor indicated that in general, the design and bid package were well organized and clear. The bid was estimated using the provided bid package, and reflects the current industry pricing, which continues to increase. There were no errors or corrections identified, which could have reduced the bid as submitted. In addition, P&P reviewed the overall bids submitted and found that the amount submitted per bid items varied from their estimated bid items, with some being over and some being under what they estimated. Then, when added up, they resulted in higher bids overall.

Since there was no specific adjustment that could be made to reduce the cost, while keeping all three check structures in the project, staff prepared three scenarios that would decrease the project scope and decrease the overall project budget:

TABLE 3

Scenario No.	**Scope** *(As required by TID, all scenarios include Alt "C" Pump Bypass)*	**Estimated Construction cost**	**Estimated Project Cost**
1.	Construct Measurement Check & Rector Check (excludes Lovers Check)	$1,990,827.41	$2,710,789.97
2.	Construct Measurement Check & Lovers Check (excludes Rector Check)	$2,168,840.32	$2,935,125.56
3.	Construct Measure Check & Rector Rubble Dam (excludes Rector & Lovers Check)	$1,543,266.78	$2,234,074.51

The scenarios were presented to the MKGSA, with the recommendation to pursue Scenario 2 from the cost savings scenarios. Scenario 2 includes construction of the Measurement check structure at the upstream location, the connection to the Pearl Woods Basin, and construction of the Lovers Check near Caldwell & Lovers Lane. Provost & Pritchard reviewed the groundwater recharge benefits that would be achieved with each scenario and estimates that the Scenario 2 project will provide the most benefit, as it will achieve recharge rates of 120 acre feet per year or greater, as required by the original grant agreement. Per P&P, the potential groundwater recharge rates may be greater than originally estimated based on updated loss calculations derived from field observations of channel losses. In addition, the connection to the Pearl Woods Basin will provide the opportunity to deposit surplus water into the basin to achieve additional recharge benefits. These deposits would be coordinated with the City's storm water needs through mutual collaboration between the City, TID, and the KDWCD.

On December 9, 2025, by unanimous vote, the MKGSA Board of Directors approved cost-sharing among the members of costs above all potential grant and other funds available (Attachment 3). In addition, the MKGSA has submitted a request to the DWR to reassign $195,125.56 from a different project, to this project. The DWR has preliminarily verbally indicated that they are agreeable to the transfer and the proposed change in grant scope, although written confirmation is still pending.

4. Recommended Construction Award: With the removal of the Rector check structure, as presented in Scenario 2, the additional $195,125.56 funding to be provided by the DWR, and the commitment by the MKGSA to cover costs above the potential grant amount, staff recommends conditional award of the Base Bid + Alternative Bid “C”, to Katch Environmental, Inc. in the amount of $2,201,753.32.

Fiscal Impact:
Following is the updated budget estimate for this project, which will require an appropriation from the General Fund 001, to be reimbursed as described in this report.

TABLE 4

Current Budget	
SGMA Grant (Component 12)	$2,000,000.00
Fund 224 Groundwater Recharge	$90,000.00
Total Budget:	**$2,090,000.00**
Estimated New Budget	
Project Management/Administration	$156,434.02
Design Services	$253,259.00
Right of Way	$4,000.00
Construction Award: Base Bid + Alt “C” Pump Bypass	$2,201,753.32
Change Order No. 1: Deduct Bid Item 19 Rector wrought iron fence	-$32,913.00
Construction Contingency	$216,884.03
Construction management, inspection, materials testing, staking	$110,708.19
Tulare Irrigation District	$25,000.00
Total Estimated New Budget:	**$2,935,125.56**
Estimated Deficit	**-$845,125.56**
Additional Appropriation	
General Fund 001	$845,125.56

Additional Reimbursements	
SGMA Grant (transfer from Component 5)	$195,125.56
Mik-Kaweah GSA funding	$650,000.00
Total Additional Reimbursement:	**$845,125.56**
Balance:	**$0.00**

Prior Council Action:
November 18, 2024: The City Council adopted Resolution 2024-63 adopting Mitigated Negative Declaration No. 2024-56 prepared for the California Department of water Resources, Sustainable Groundwater Management Act Implementation Grant, Cameron Creek Linear Recharge Project.

February 20, 2024: The City Council authorized the City Manager to enter into a contract with Provost & Pritchard for professional consulting services for the Cameron Creek linear recharge project in the amount not to exceed $236,259.00.

June 19, 2023: The City Council accepted and authorized the appropriation of $2,000,000 from the Sustainable Groundwater Management Grant Program for the Cameron Creek Linear Recharge Project and appropriated $60,000 for staff indirect costs from Fund 224.

February 7, 2022: The City Council adopted Resolution 2022-06 authorizing the Greater Kaweah Groundwater Sustainability Agency (GKGSA) to submit a grant application on behalf of the City of Visalia to the California Department of Water Resources (DWR) for the Sustainable Groundwater Management Act (SGMA) call for projects.

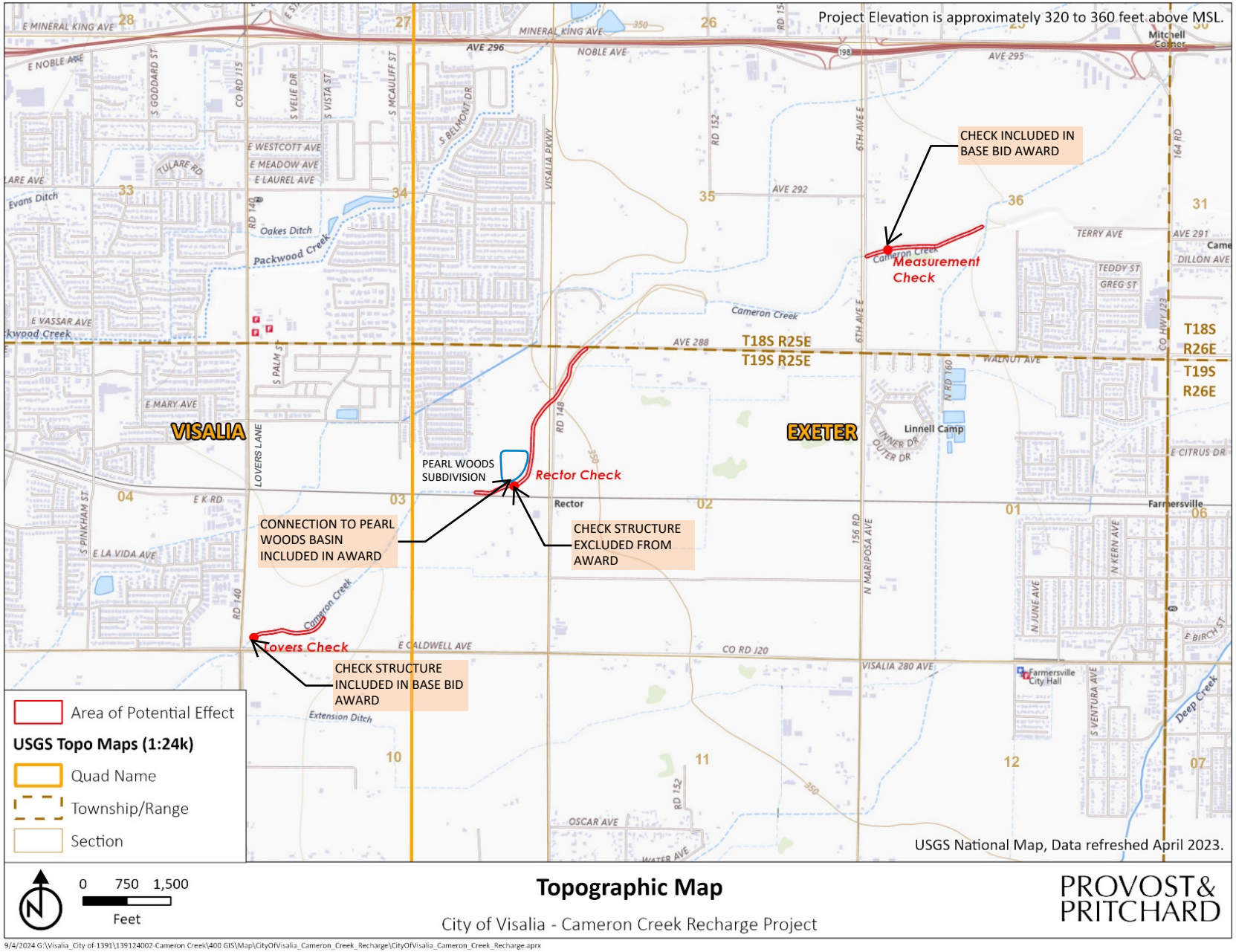
Other: None

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to conditionally authorize the City Manager to award the construction contract to Katch Environmental, Inc. for the Cameron Creek linear recharge project in the amount of $2,201,753.32; approve change order number one for scope change in the reduction amount of ($32,913); and appropriate $845,125 from General Fund 001 to be reimbursed as described in this report.

CEQA Review: Environmental Document No. 2024-56, Mitigated Negative Declaration for the Cameron Creek linear recharge project was filed at the Tulare County Assessor/Clerk-Recorder's Office on November 20, 2024.

Attachments:
1. Location Map
2. 2010 "Packwood and Cameron Creeks pool and basin reconnaissance study", prepared by Provost & Pritchard
3. MKGSA Letter
4. Katch Environmental, Inc. Ownership Disclosure and Contract



CAMERON CREEK LINEAR RECHARGE PROJECT
LOCATION MAP

ATTACHMENT 1

EST. 1968
PROVOST& PRITCHARD
CONSULTING GROUP
An Employee Owned Company

WATER & WASTEWATER
MUNICIPAL INFRASTRUCTURE
LAND DEVELOPMENT
AGRICULTURE SERVICES
DAIRY SERVICES
LAND SURVEYING & GIS
PLANNING & ENVIRONMENTAL
DISTRICT MANAGEMENT

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MEMORANDUM

To: Larry Dotson, PE

From: Richard Moss, PE, Randy Hopkins, PE

Subject: Packwood and Cameron Creeks Pool and Basin Reconnaissance Study

Date: August 10, 2010

BACKGROUND

The Kaweah Delta Water Conservation District (KDWCD) is working with the City of Visalia, CalWater and Tulare Irrigation District to develop a groundwater recharge program in the Visalia region. As part of this effort the agencies are considering using Packwood and Cameron creeks to convey water from the Kaweah or St. Johns rivers (originating from either the Kaweah River or CVP Friant-Kern Canal) to one or more basins for groundwater recharge. In-channel check structures could also be used to store water in the creeks to increase recharge.

A hydraulics and capacity analysis was previously performed on both Packwood and Cameron creeks along their alignments near and through the City of Visalia. A HEC-RAS model was developed for each creek to determine anticipated water surface elevations at various flow rates. In conjunction with the HEC-RAS models, profiles of each creek were developed to show potential capacity and freeboard issues at various flow rates.

PURPOSE AND SCOPE

KDWCD and the City of Visalia are considering the use of these two creeks for groundwater recharge and/or conveying surface water to recharge basins located along the creek alignments. By using existing check structures or constructing new ones at strategic locations along the creeks, pools could be developed to temporarily store water and to allow it to percolate into the aquifer or to allow the water to be diverted into adjacent basins for recharge.

A pool capacity analysis was performed for several pool alternatives along each creek alignment. Potential pool locations were identified that maximize the pool depth and length of pool upstream of the check structure. For each pool alternative, a conceptual opinion of probable construction cost was developed to weigh the cost and benefit of each pool alternative. The data used for the analysis was based on work developed from the previous hydraulic capacity analysis. In addition, existing and new basins were considered for recharge outside of the creek channels, and estimates of recharge capacity were determined.

ANALYSES

The analyses utilized the profiles developed from the previous topographic survey and HEC-RAS modeling. In addition, all estimates of recharge rates assume, for the limited purposes of this study, a continuous percolation rate of one-half foot per day and that all percolation occurs at the floor of the channel or basin, not on the embankments. This percolation rate is only an estimate to provide a sense of relative benefits between alternatives studied and should not be used for any other purpose until verified through actual field tests and studies. The pools, check structures, and recharge basins considered for this study along each creek are shown in the attached creek plan and profile drawings.

Pool Location Selection

The portions of each creek modeled in HEC-RAS were reviewed for suitability for water storage pools. Check structures were assumed to be required to create the pools. For the purposes of this study, "check structures" could refer to new concrete structures, existing concrete structures, temporary earthen dams, or existing bridges or culverts with new or existing board guides. It was assumed that the check structures should be located in areas easily accessed by District or City staff for operations and maintenance purposes. Other considerations for locating the check structures were the available channel freeboard, high water levels determined from the HEC-RAS model, depth of channel upstream of the potential check structure and the proximity of the site to provide benefits to the City's groundwater.

To determine estimated pool volumes, channel cross sections from the HEC-RAS model were reviewed along with pool water surface elevations. Pool water surface elevations were selected to maintain at least one-foot of freeboard (when possible) in the channel. Channel cross-sectional areas were estimated every 1,000 feet along each pool, with most pools being approximately 6,000 to 8,000 feet long.

Seven potential pools were identified for Packwood Creek and four were identified for Cameron Creek. See the attached pool volume calculations for each creek. The pools identified in this study are summarized in the tables below:

Packwood Creek Pool Summary

Location of Check (station)	*Type of Check*	*Pool Water Surface Elev. (feet)*	*Length of Pool (feet)*	*Volume of Pool (acre-feet)*	*Est. Potential Monthly Recharge (acre-feet)*
6+00	(E) Check	306	6,400	11.9	37
56+00	(E) Check	313	8,300	19.0	34
143+00	New Check of Earthen Dam	321	5,200	7.7	20

208+00	New Check or Earthen Dam	330	7,500	13.2	27
280+00	New Check or Earthen Dam	336	5,500	9.7	20
300+00	New Check or Earthen Dam	340	7,000	15.2	24
376+00	New Check or Earthen Dam	348	6,500	15.0	26

Cameron Creek Pool Summary

Location of Check (station)	*Type of Check*	*Pool Water Surface Elev. (feet)*	*Length of Pool (feet)*	*Volume of Pool (acre-feet)*	*Est. Potential Monthly Recharge (acre-feet)*
142+00	New Check or Earthen Dam	328.5	3,800	5.8	21
203+00	New Check or Earthen Dam	336	6,900	11.3	50
280+00	New Check or Earthen Dam	344	7,000	12.2	44
325+00	New Check or Earthen Dam	349	4,500	13.1	24

Basin Location Selection

In addition to utilizing pools within the creek channels, basins near the creeks were also considered for recharge. A check structure would again be required to back water up to be diverted into conveyance facilities leading to the basins. Several existing basins (shown in light blue) along the Packwood Creek alignment that may be utilized for recharge, while it appears Cameron Creek has no existing adjacent basins. For purposes of estimating costs, it was assumed that a new connection facility between a creek and basin would be required, even if there is an existing connection facility, due to capacity limitations or original intended use. Several existing basins currently used as parks (shown in green) within the City of Visalia are either adjacent to or near Packwood Creek. However, these were not considered for recharge in all cases because of their current use as parks.

Packwood Creek Basin Summary

Location of Basin (station)	*Type (Name) of Basin*	*Approx. Basin Size (acres)*	*Est. Potential Monthly Recharge (acre-feet)*
56+00	Existing ("Police Station Basin")	7.2	110
71+00	Existing ("Food-4-Less" or "State" Basin)	1.4	20
106+00	New ("Stonebrook Park")	5	75
208+00	New	Up to 17	Up to 255
280+00	Existing basin/orchard	14	210
320+00	Existing ("Dooley Basin")	5.7	85
380+00	Existing/New (including "Blain Basin")	7.5 (existing) up to 100	110 up to 1,400
440+00	Existing ("Oaks Basin")	28	Up to 420

Cameron Creek Basin Summary

Location of Basin (station)	*Type (Name) of Basin*	*Approx. Basin Size (acres)*	*Est. Potential Monthly Recharge (acre-feet)*
325+00	New	Up to 80	Up to 1,200

For the purposes of this study, it was assumed new basins would only be constructed on undeveloped land of "significant" size.

Packwood Creek

There is a storm drain line that leads from the Stonebrook Park drainage facilities to Packwood Creek. It should be fairly easy to tie into this line and divert water from Packwood Creek into Stonebrook Park. The park would need to be reconfigured to allow a significant portion of the park to be flooded in the summertime. Clearly an effort would need to be made to mitigate the loss of park land. Some mitigation could be as park improvements incorporating the regular presence of water as an added park feature.

The new potential Packwood Creek basin at station 208+00 listed above is located on a large parcel near an existing mobile home park and railroad tracks which was previously a site of an olive processing plan. The owner of this parcel already has plans to develop this property but may be willing to consider a sale alternative in this down development economy. He has not been contacted.

The potential to expand the existing Blain Basins up to 100 acres has greater potential given the City of Visalia already owns this property. It is slated to be developed into a regional sports park, but given its prime location from a groundwater recharge standpoint, consideration should be given to using it as a recharge site, at least for interim use. It is also well located for potential use for storm water layoff for either Packwood Creek or Mill Creek.

Cameron Creek

Data from the topographic survey indicates that Cameron Creek is shallower than Packwood Creek, often making it more difficult to form a pool of significant volume using a check structure. However, the portion of Cameron Creek considered for this study is primarily within rural agricultural areas, allowing flexibility in selecting locations for siting and sizing recharge basins. Ideally, the connection facility between the creek and any recharge basin would be immediately upstream of a check structure to maximize water depth in the basin. General areas to consider recharge basins along Cameron Creek include immediately east of Lovers Lane to near station 330+00 just downstream of the creek's headgate. Those areas would also allow for deeper pools when backed up with a new check structure.

A new basin location was selected near a new check structure (near station 325+00) that would put the additional recharge site in good proximity to the City's current urban boundary. No contact with the current landowner has been made.

SUMMARY

Based on the available data and information, conceptual opinions of construction costs were developed for each check structure and pool option considered in this study (see the attached cost breakdowns for further details). A summary of pool improvement alternatives are shown in the tables below for each creek.

Packwood Creek Pool Costs

Location of Check (station)	*Volume of Pool (acre-feet)*	*Est. Check & Pool Improvement Costs (Permanent)*	*Est. Check & Pool Improvement Costs (Temporary)*
6+00	11.9	$3,000	n/a
56+00	19.0	$3,000	n/a
143+00	7.7	$58,000	$25,000
208+00	13.2	$187,000	$24,000
280+00	9.7	$203,000	$24,000
300+00	15.2	$178,000	$18,000
376+00	15.0	$173,000	$10,000

Cameron Creek Pool Costs

Location of Check (station)	*Volume of Pool (acre-feet)*	*Est. Check & Pool Improvement Costs (Permanent)*	*Est. Check & Pool Improvement Costs (Temporary)*
142+00	5.8	$9,000	n/a
208+00	11.3	$55,000	$22,000
280+00	12.2	$48,000	$14,000
325+00	13.1	$145,000	$7,000

"Permanent" check and pool improvements include the construction of a permanent standalone concrete check structure with provisions for board guides. "Temporary" check and pool improvements include the construction of an earthen dam with a corrugated metal pipe (CMP) water control structure located within the dam. This control structure would likely consist of a large diameter CMP vertical riser half pipe with board guides, with a horizontal outlet pipe that would have the capability to convey nominal creeks flows without removing the dam. An example of such a structure is shown in **Figure 1** below.

Figure 1 – CMP Half Pipe Structure

In addition, it is estimated that most tie-in facilities used for connecting a creek to an adjacent basin would likely have construction costs in the range of $100,000 to $150,000, depending on size and capacity requirements.

NEXT STEPS

Additional work to further investigate the feasibility of creek and/or basin recharge activities includes:

- Performing geotechnical, insitu seepage, and/or flow measurement tests to verify the percolation rates within the creek channels and basins considered in this study in order to refine estimates of the amount of potential recharge capacity of the creeks and basins considered in this study;

- Refine construction estimates for check structures and basin tie-ins and prioritize projects to pursue and construct.

Additional topics to be explored include the need to meet the future conveyance demands of Tulare Irrigation District for these creeks and to assist the City of Visalia in utilizing these creeks as storm water control facilities:

- Reviewing how these creeks can best be used to allow Tulare Irrigation District to meet their future conveyance demands and identify necessary improvements. Some of this is expected to be accomplished as part of the Tulare Irrigation District's System Optimization Review Study currently underway;

- Reviewing how these creeks can best be integrated in the City of Visalia's storm water master plan.

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Kaweah Delta Water Conservation District
Packwood and Cameron Creeks Reconaissance Study
Creek Pool Volume Estimates

JOB #: 1225 0901
COMP. BY: ASC
CHKD. BY:
DATE: 8/11/2010

Packwood Creek

Check Sta: 6+00

Water surface elev: 306 ft

	Sta	Floor Elev	Area	Volume (CF)	Volume (AF)
	639	300	184		
	1,000	300.4	185	73696	1.7
	2,000	300.6	105	145174	3.3
	3,000	301.4	106	105788	2.4
	4,000	302.5	69	87349	2.0
	5,000	303	58	63500	1.5
	6,000	304.8	15	36783	0.8
End	7,000			7548	0.2
			Total	519838	**11.9**

Check Sta: 56+00

Water surface elev: 313 ft

	Sta	Floor Elev	Area	Volume (CF)	Volume (AF)
	5,500	304.3	353		
	6,000	304.8	230	116518	2.7
	7,000	305.8	177	203517	4.7
	8,000	306.7	146	161615	3.7
	9,000	307.6	102	124153	2.9
	10,000	308.9	74	88164	2.0
	11,000	309.8	49	61541	1.4
	12,000	310.5	29	39159	0.9
	13,000	311.4	21	24979	0.6
End	13,800			8278	0.2
			Total	827924	**19.0**

Check Sta: 143+00

Water surface elev: 321 ft

	Sta	Floor Elev	Area	Volume (CF)	Volume (AF)
	14,500	314.3	120		
	15,000	315.6	105	78830	1.8
	16,000	317.3	93	98950	2.3
	17,000	316.9	77	85139	2.0
	18,000	318.9	25	51204	1.2
	19,000	320.1	12	18341	0.4
End	19,700			4089	0.1
			Total	336553	**7.7**

Kaweah Delta Water Conservation District
Packwood and Cameron Creeks Reconaissance Study
Creek Pool Volume Estimates

Check Sta:	**208+00**					
	Water surface elev:		330	ft		
	Sta	**Floor Elev**	**Area**	**Volume (CF)**	**Volume (AF)**	
	20,501	321.65	194			
	21,000	322	199	39375	0.9	
	22,000	322.5	157	178374	4.1	
	23,000	324.1	129	143137	3.3	
	24,000	326.5	49	89144	2.0	
	25,000	327	46	47666	1.1	
	26,000	328.3	40	42753	1.0	
	27,000	328.9	15	27092	0.6	
End	28,000			7304	0.2	
			Total	574844	**13.2**	
Check Sta:	**280+00**					
	Water surface elev:		336	ft		
	Sta	**Floor Elev**	**Area**	**Volume (CF)**	**Volume (AF)**	
	28,000	330	164			
	29,000	330.4	135	149779	3.4	
	30,000	331.4	91	112817	2.6	
	31,000	331.8	65	77803	1.8	
	32,000	332.6	44	54743	1.3	
	33,000	335.3	7	25644	0.6	
End	33,500			1725	0.0	
			Total	422512	**9.7**	
Check Sta:	**300+00**					
	Water surface elev:		340	ft		
	Sta	**Floor Elev**	**Area**	**Volume (CF)**	**Volume (AF)**	
	30,000	331.45	234			
	31,000	331.8	187	210886	4.8	
	32,000	332.6	151	169217	3.9	
	33,000	335.3	81	116098	2.7	
	34,000	337.1	56	68685	1.6	
	35,000	337.65	42	48915	1.1	
	36,000	337.95	26	33974	0.8	
End	37,000			13217	0.3	
			Total	660992	**15.2**	

Kaweah Delta Water Conservation District
Packwood and Cameron Creeks Reconaissance Study
Creek Pool Volume Estimates

Check Sta:	**376+00**					
	Water surface elev:		348	ft		
	Sta	**Floor Elev**	**Area**	**Volume (CF)**	**Volume (AF)**	
	37,501	340	182			
	38,000	340.75	244	106404	2.4	
	39,000	341.75	147	195585	4.5	
	40,000	342.5	119	133179	3.1	
	41,000	342.3	87	103253	2.4	
	42,000	344.75	43	65250	1.5	
	43,000	345.55	26	34887	0.8	
End	44,000			13242	0.3	
			Total	651799	**15.0**	
Cameron Creek						
Check Sta:	**142+00**					
	Water surface elev:		328.5	ft		
	Sta	**Floor Elev**	**Area**	**Volume (CF)**	**Volume (AF)**	
	14,000	321.5	191			
	15,000	324.2	87	111219	2.6	
	16,000	325.9	60	73349	1.7	
	17,000	326.8	40	49903	1.1	
End	17,800			16065	0.4	
			Total	250536	**5.8**	
Check Sta:	**203+00**					
	Water surface elev:		336	ft		
	Sta	**Floor Elev**	**Area**	**Volume (CF)**	**Volume (AF)**	
	20,000	330.1	178			
	21,000	331.6	140	111121	2.6	
	22,000	332	108	123661	2.8	
	23,000	333	59	83230	1.9	
	24,000	334	66	62625	1.4	
	25,000	334.1	48	57106	1.3	
	26,000	334.6	32	39763	0.9	
End	26,900			14266	0.3	
			Total	491773	**11.3**	

Kaweah Delta Water Conservation District
Packwood and Cameron Creeks Reconaissance Study
Creek Pool Volume Estimates

Check Sta:	**280+00**					
	Water surface elev:		344	ft		
	Sta	**Floor Elev**	**Area**	**Volume (CF)**	**Volume (AF)**	
	28,037	337.5	233			
	28,993	339.14	151	183808	4.2	
	30,000	339.9	103	128243	2.9	
	31,000	340.05	70	86611	2.0	
	32,000	341.55	51	60232	1.4	
	33,000	342.2	36	43139	1.0	
	34,000	343.5	10	22689	0.5	
End	35,000			4914	0.1	
			Total	529635	**12.2**	
Check Sta:	**325+00**					
	Water surface elev:		349	ft		
	Sta	**Floor Elev**	**Area**	**Volume (CF)**	**Volume (AF)**	
	32,335	341.2	228			
	33,000	342.2	199	141926	3.3	
	34,000	343.5	156	177517	4.1	
	35,000	343.9	126	140950	3.2	
	36,000	346.4	50	87839	2.0	
End	36,854			21399	0.5	
			Total	569630	**13.1**	

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ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

KAWEAH DELTA WATER CONSERVATION DISTRICT
PACKWOOD AND CAMERON CREEKS RECONAISSANCE STUDY
PACKWOOD CREEK CHECK STRUCTURES AND POND INTERTIES
8/10/2010

CONCEPTUAL

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Amount
Station 6+00 Check Improvements (11.9 AF)					
1	Raise left bank to maintain freeboard (150 LF)	200	CY	$15	$3,000
				Total	$3,000
Station 56+00 Check Improvements (19.0 AF)					
2	Raise both banks to maintain freeboard (100 LF)	200	CY	$15	$3,000
				Total	$3,000
Station 143+00 (West St.) Check Improvements (7.7 AF)					
	Earth Dam Option				
3	Raise both banks to maintain freeboard (600 LF)	1,200	CY	$15	$18,000
4	Construct earth dam (include overexcavation and scarification)	50	CY	$30	$1,500
5	Construct half pipe CMP riser	1	LS	$5,000	$5,000
				Total	$25,000
	Check Structure Option				
6	Raise both banks to maintain freeboard (600 LF)	1,200	CY	$15	$18,000
7	Modify West Street culvert with board guides	1	LS	$40,000	$40,000
				Total	$58,000
Station 208+00 Check Improvements (13.2 AF)					
	Earth Dam Option				
8	Raise right bank to maintain freeboard (600 LF)	1,100	CY	$15	$16,500
9	Construct earth dam (include overexcavation and scarification)	70	CY	$30	$2,100
10	Construct half pipe CMP riser	1	LS	$5,000	$5,000
				Total	$24,000
	Check Structure Option				
11	Raise right bank to maintain freeboard (600 LF)	1,100	CY	$15	$16,500
12	Construct new check structure (no gates)	1	LS	$150,000	$150,000
13	Channel improvements around structure (lining, rip rap, etc.)	1	LS	$20,000	$20,000
				Total	$187,000
	Optional for Basin Recharge				
14	Construct tie-in to proposed basin south of creek	1	LS	$110,000	$110,000

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ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

KAWEAH DELTA WATER CONSERVATION DISTRICT
PACKWOOD AND CAMERON CREEKS RECONAISSANCE STUDY
PACKWOOD CREEK CHECK STRUCTURES AND POND INTERTIES
8/10/2010

CONCEPTUAL

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Amount
Station 280+00 Check Improvements (9.7 AF)					
	Earth Dam Option				
15	Raise right bank to maintain freeboard (600 LF)	1,100	CY	$15	$16,500
16	Construct earth dam (include overexcavation and scarification)	70	CY	$30	$2,100
17	Construct half pipe CMP riser	1	LS	$5,000	$5,000
				Total	$24,000
	Check Structure Option				
18	Raise right bank to maintain freeboard (1100 LF)	2,200	CY	$15	$33,000
19	Construct new check structure (no gates)	1	LS	$150,000	$150,000
20	Channel improvements around structure (lining, rip rap, etc.)	1	LS	$20,000	$20,000
				Total	$203,000
	Optional for Basin Recharge				
21	Construct tie-in to existing orchard/basin east of creek	1	LS	$110,000	$110,000
Station 300+00 Check Improvements (15.2 AF)					
	Earth Dam Option				
22	Raise both banks to maintain freeboard (450 LF)	700	CY	$15	$10,500
23	Construct earth dam (include overexcavation and scarification)	70	CY	$30	$2,100
24	Construct half pipe CMP riser	1	LS	$5,000	$5,000
				Total	$18,000
	Check Structure Option				
25	Raise left bank to maintain freeboard (450 LF)	500	CY	$15	$7,500
26	Construct new check structure (no gates)	1	LS	$150,000	$150,000
27	Channel improvements around structure (lining, rip rap, etc.)	1	LS	$20,000	$20,000
				Total	$178,000

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KAWEAH DELTA WATER CONSERVATION DISTRICT
PACKWOOD AND CAMERON CREEKS RECONAISSANCE STUDY
PACKWOOD CREEK CHECK STRUCTURES AND POND INTERTIES
8/10/2010

CONCEPTUAL

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Amount
Station 376+00 Check Improvements (15.0 AF)					
	Earth Dam Option				
28	Raise both banks to maintain freeboard (150 LF)	200	CY	$15	$3,000
29	Construct earth dam (include overexcavation and scarification)	70	CY	$30	$2,100
30	Construct half pipe CMP riser	1	LS	$5,000	$5,000
				Total	$10,000
	Check Structure Option				
31	Raise both banks to maintain freeboard (150 LF)	200	CY	$15	$3,000
32	Construct new check structure (no gates)	1	LS	$150,000	$150,000
33	Channel improvements around structure (lining, rip rap, etc.)	1	LS	$20,000	$20,000
				Total	$173,000
	Optional for Basin Recharge				
34	Construct tie-in to existing basin north of creek	1	LS	$110,000	$110,000
35	Construct tie-in to existing basin south of creek	1	LS	$110,000	$110,000
36	Construct tie-in to proposed basins north of creek	1	LS	$110,000	$110,000
37	Construct tie-in to proposed basins south of creek	1	LS	$110,000	$110,000
				Total	$440,000

NOTE(S):

Excludes mobilization/demobilization, bonds, insurance, etc.

Excludes costs for proposed basin construction.

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ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

KAWEAH DELTA WATER CONSERVATION DISTRICT
PACKWOOD AND CAMERON CREEKS RECONAISSANCE STUDY
CAMERON CREEK CHECK STRUCTURES AND POND INTERTIES
8/10/2010

CONCEPTUAL

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Amount
Station 142+00 Check Improvements (5.8 AF)					
1	Raise left bank to maintain freeboard (500 LF)	600	CY	$15	$9,000
				Total	$9,000
Station 208+00 Check Improvements (11.3 AF)					
	Earth Dam Option				
2	Raise both banks to maintain freeboard (800 LF)	1,000	CY	$15	$15,000
3	Construct earth dam (include overexcavation and scarification)	50	CY	$30	$1,500
4	Construct half pipe CMP riser	1	LS	$5,000	$5,000
				Total	$22,000
	Check Structure Option				
5	Raise banks to maintain freeboard (800 LF)	1,000	CY	$15	$15,000
6	Modify Lovers Lane culvert with board guides	1	LS	$40,000	$40,000
				Total	$55,000
Station 280+00 Check Improvements (12.2 AF)					
	Earth Dam Option				
7	Raise right bank to maintain freeboard (600 LF)	500	CY	$15	$7,500
8	Construct earth dam (include overexcavation and scarification)	50	CY	$30	$1,500
9	Construct half pipe CMP riser	1	LS	$5,000	$5,000
				Total	$14,000
	Check Structure Option				
10	Raise right bank to maintain freeboard (600 LF)	500	CY	$15	$7,500
11	Modify Road 148 culvert with board guides	1	LS	$40,000	$40,000
				Total	$48,000

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ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

KAWEAH DELTA WATER CONSERVATION DISTRICT
PACKWOOD AND CAMERON CREEKS RECONAISSANCE STUDY
CAMERON CREEK CHECK STRUCTURES AND POND INTERTIES
8/10/2010

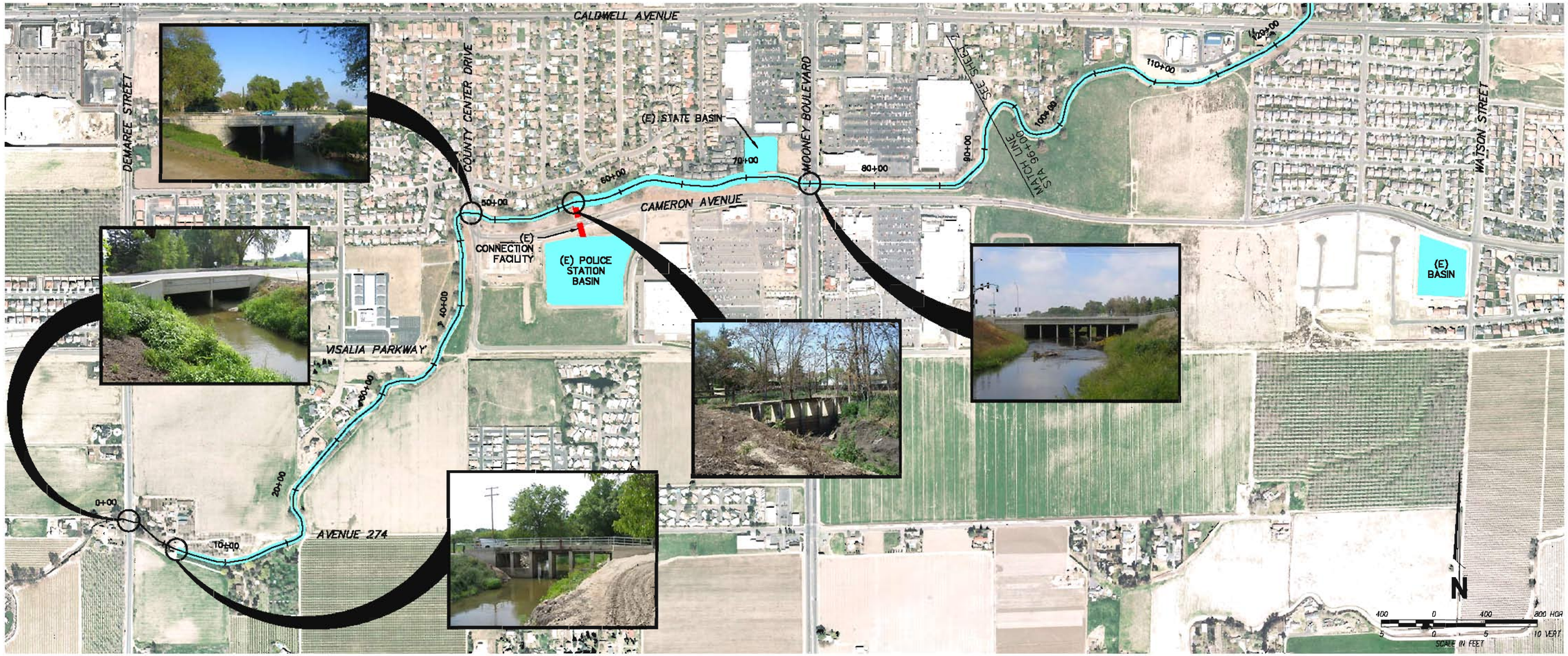
CONCEPTUAL

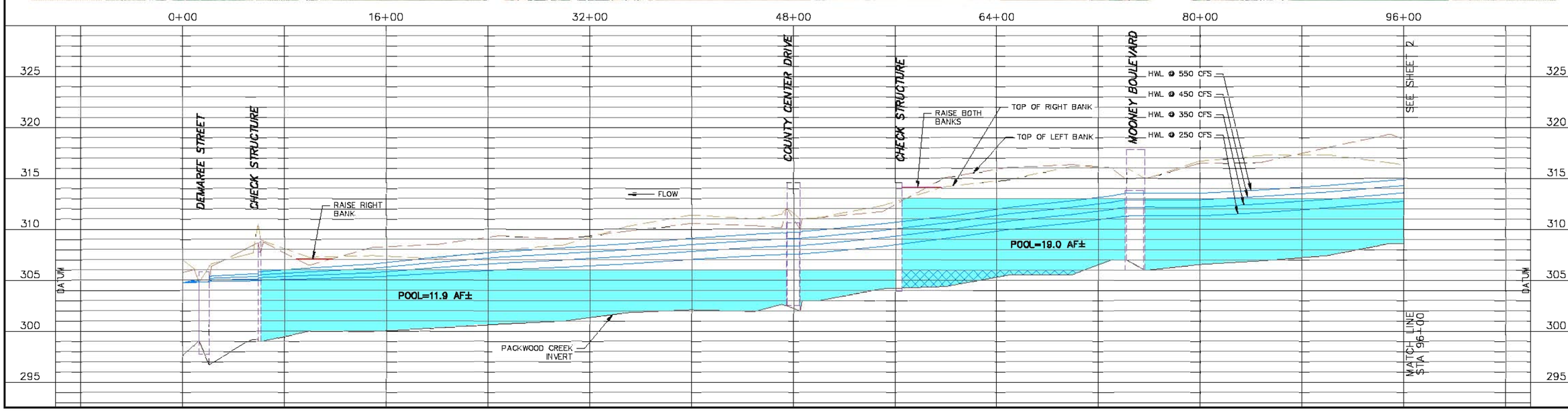
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Amount
Station 325+00 Check Improvements (13.1 AF)					
	Earth Dam Option				
12	Construct earth dam (include overexcavation and scarification)	70	CY	$30	$2,100
13	Construct half pipe CMP riser	1	LS	$5,000	$5,000
				Total	$7,000
	Check Structure Option				
14	Construct new check structure (no gates)	1	LS	$150,000	$125,000
15	Channel improvements around structure (lining, rip rap, etc.)	1	LS	$20,000	$20,000
				Total	$145,000
	Optional for Basin Recharge				
16	Construct tie-in to proposed basin south of creek	1	LS	$250,000	$250,000

NOTE(S):

Excludes mobilization/demobilization, bonds, insurance, etc.

Excludes costs for proposed basin construction.





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No.	REVISION	BY	DATE
			08/10/2010

PACKWOOD CREEK
HYDRAULIC STUDY
KAWEAH DELTA WATER CONSERVATION DISTRICT
TULARE COUNTY

PACKWOOD CREEK
PLAN & PROFILE 1

PROVOST & PRITCHARD
ENGINEERING GROUP, INC.
An Employee Owned Company
2506 ALLUVIAL AVENUE
CLOVIS, CALIFORNIA 93611-9166
559/298-1100 FAX 559/298-1080
www.ppeng.com

DESIGN ENGINEER:
LICENSE NO:
DRAFTED BY: VSL | CHECKED BY ASC
SCALE: AS SHOWN
DATE: 08/10/2010
JOB NO: 122510V1
DWG. NO
SHEET 1 OF 5

1103

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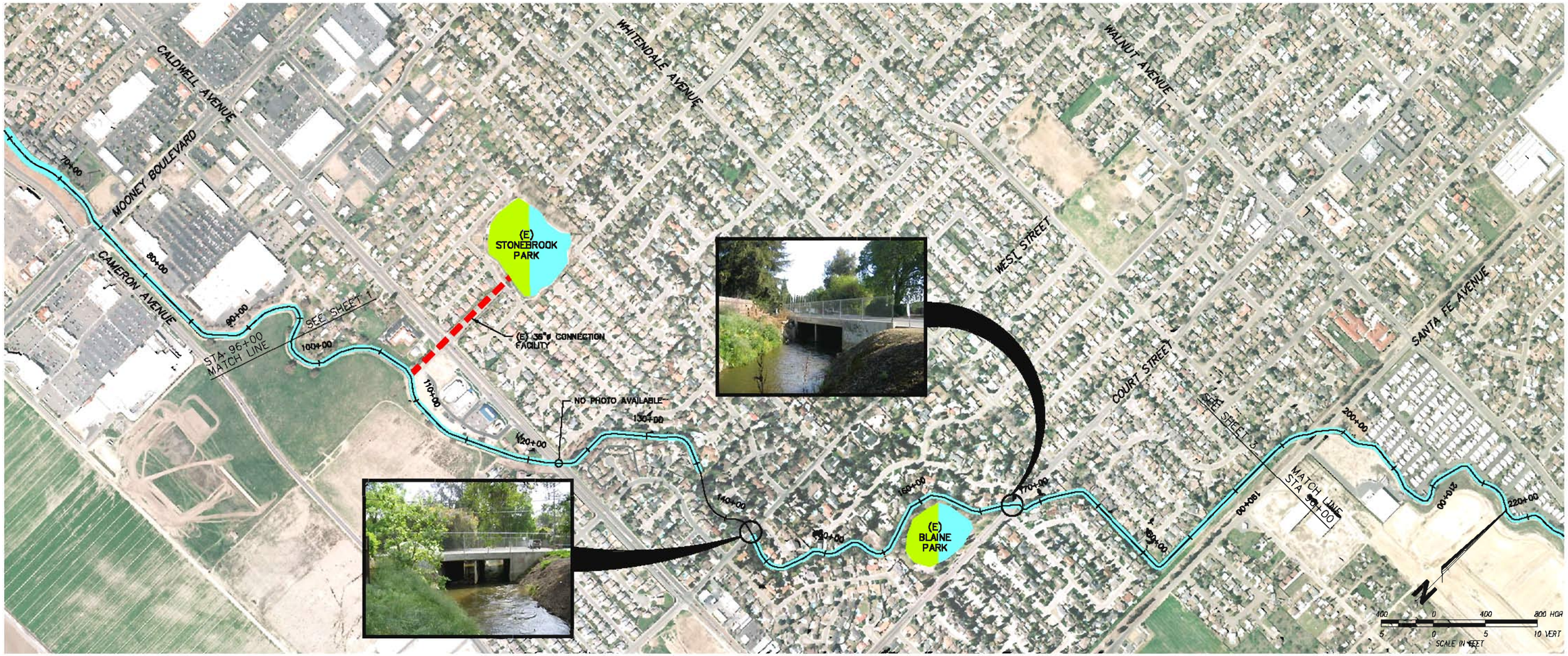

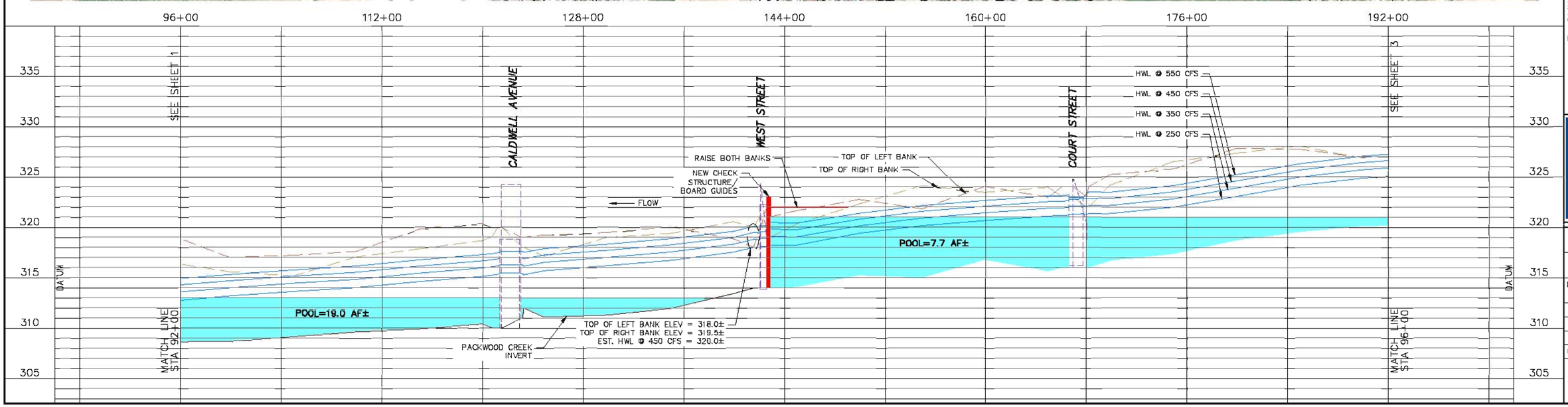

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PACKWOOD CREEK
HYDRAULIC STUDY
KAWEAH DELTA WATER CONSERVATION DISTRICT
TULARE COUNTY

PACKWOOD CREEK
PLAN & PROFILE 2

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SHEET 2 OF 5

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SANTA FE AVENUE

WALNUT AVENUE

BEN MADDOX WAY

LOVERS LANE

RAILROAD TRACKS

SEE SHEET 2

MATCH LINE STA 192+00

SEE SHEET 4

MATCH LINE STA 288+00

PROPOSED BASIN (17 AC±)

PROPOSED BASIN ((E) ORCHARD) (14 AC±)

(E) BASIN PARK

(E) BASIN PARK

NO PHOTO AVAILABLE

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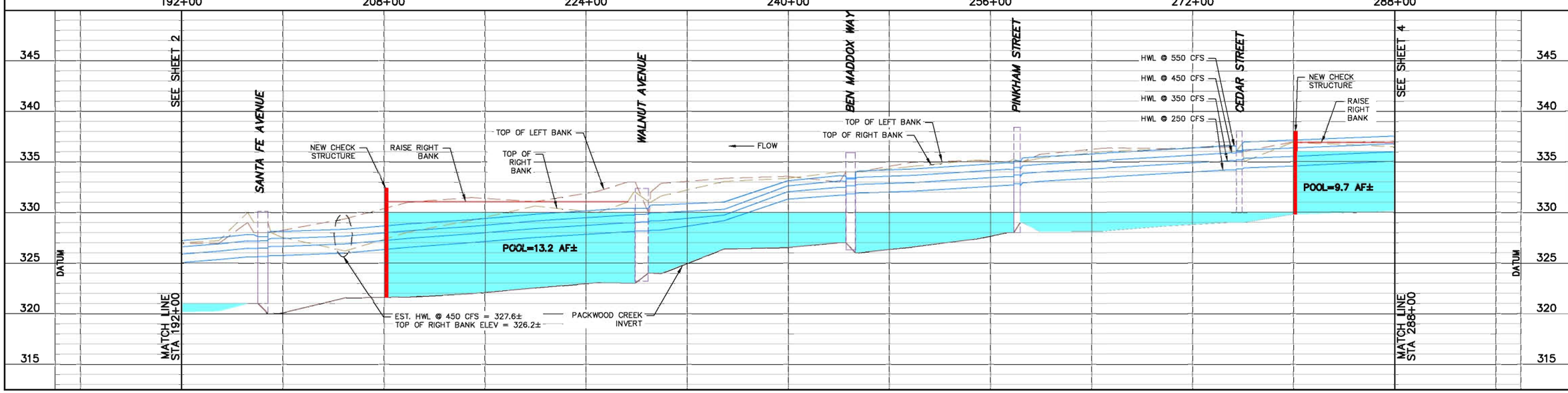
SCALE IN FEET



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PACKWOOD CREEK
HYDRAULIC STUDY
KAWEAH DELTA WATER CONSERVATION DISTRICT
TULARE COUNTY

PACKWOOD CREEK
PLAN & PROFILE 3

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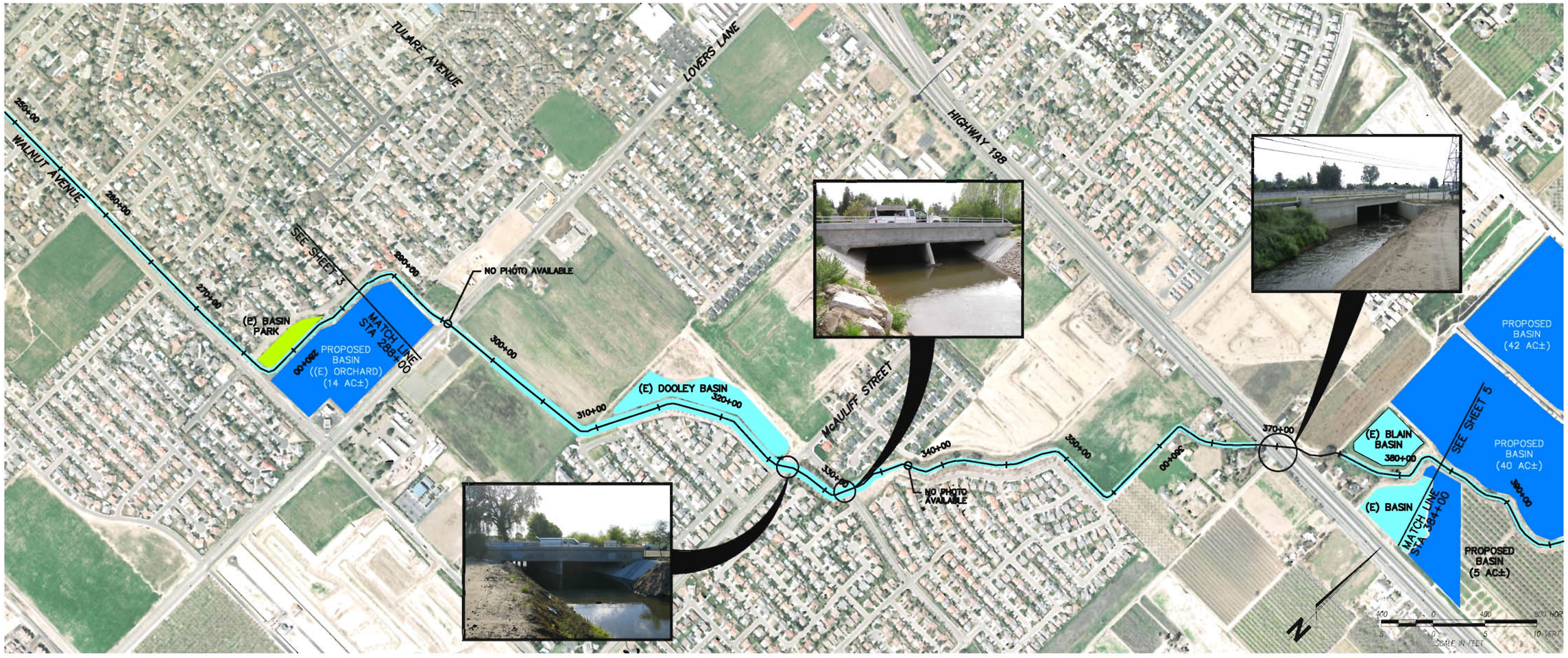

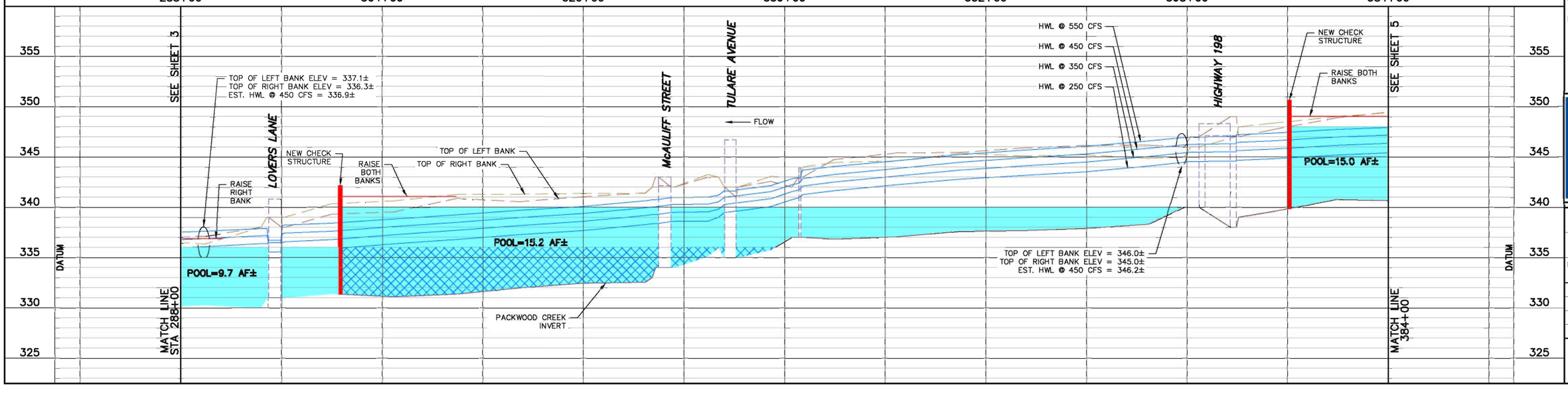

PACKWOOD CREEK
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PACKWOOD CREEK
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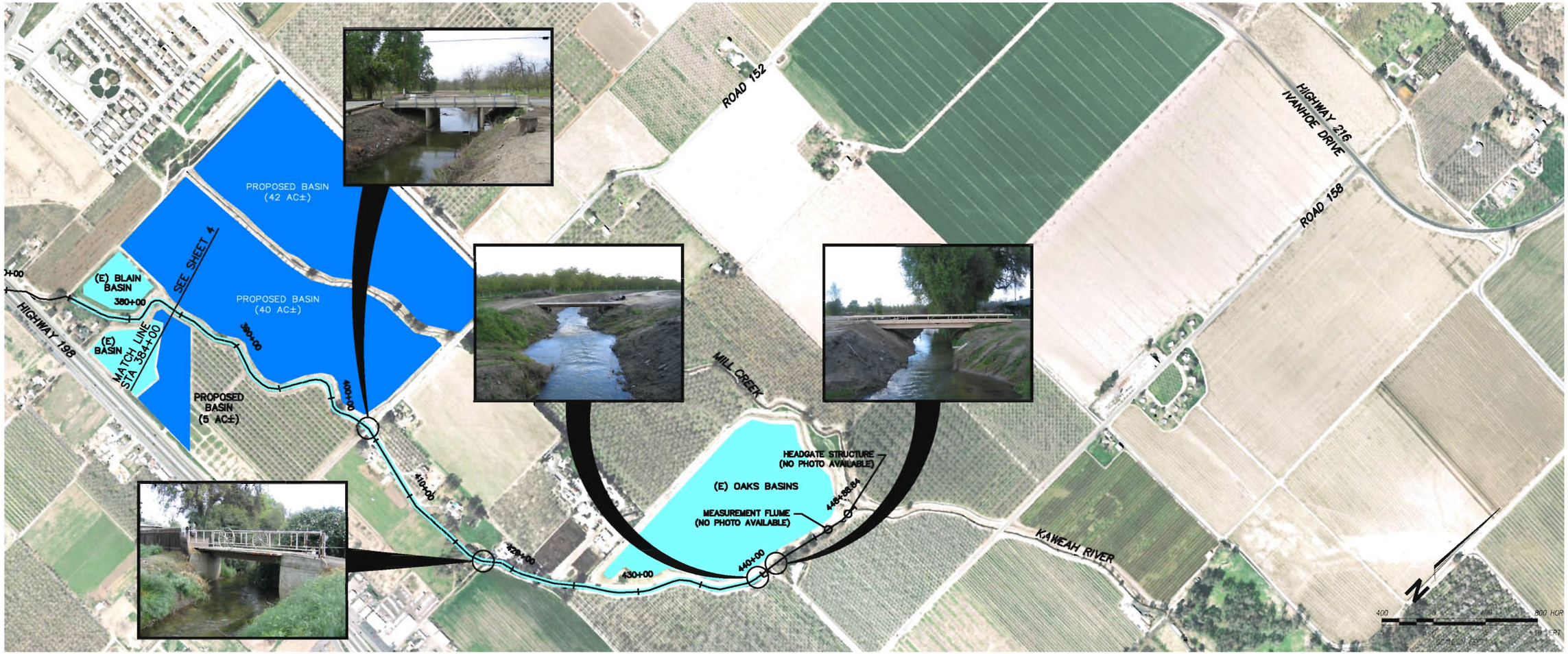

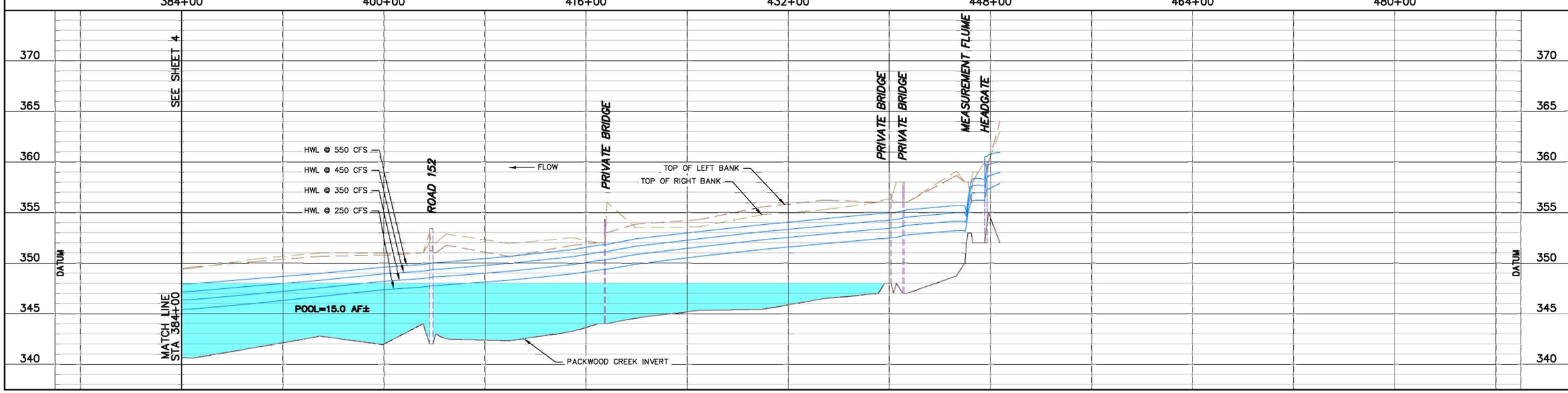

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PACKWOOD CREEK
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TULARE COUNTY

PACKWOOD CREEK
PLAN & PROFILE 5

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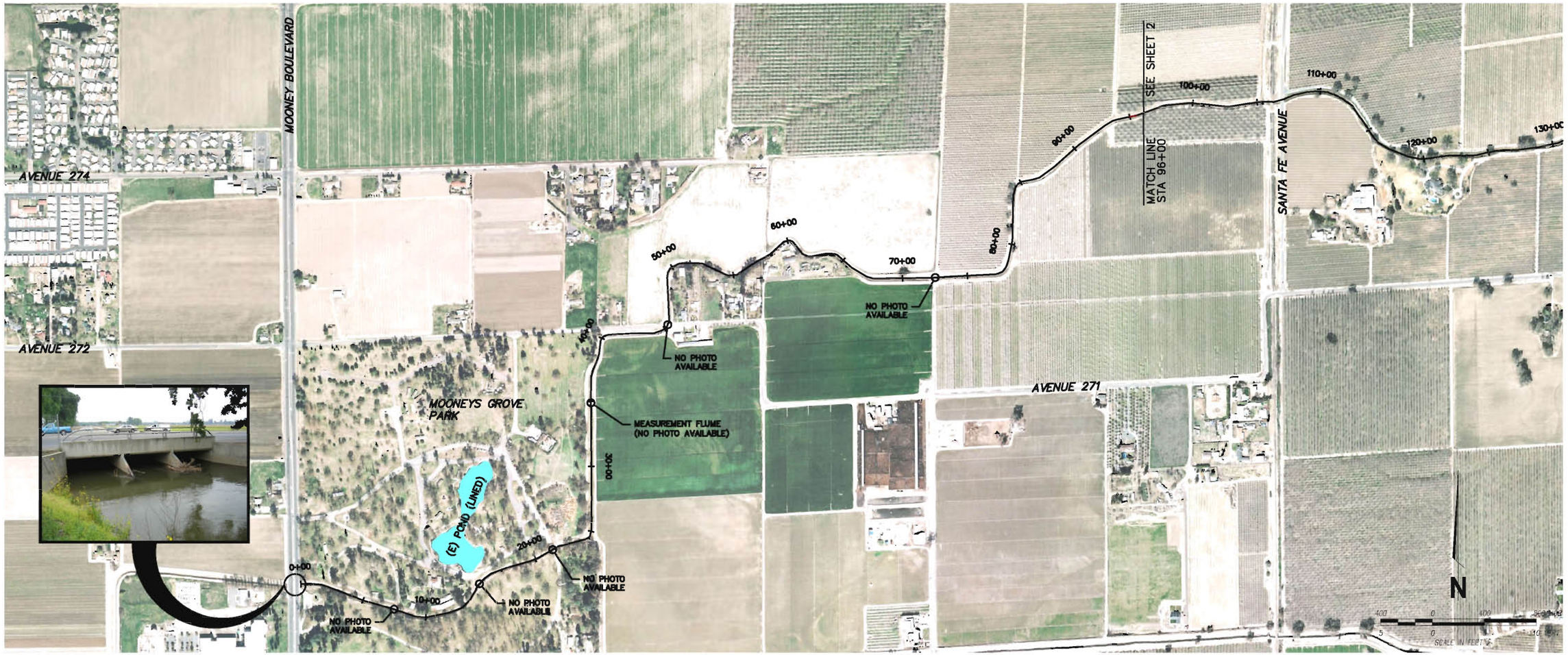

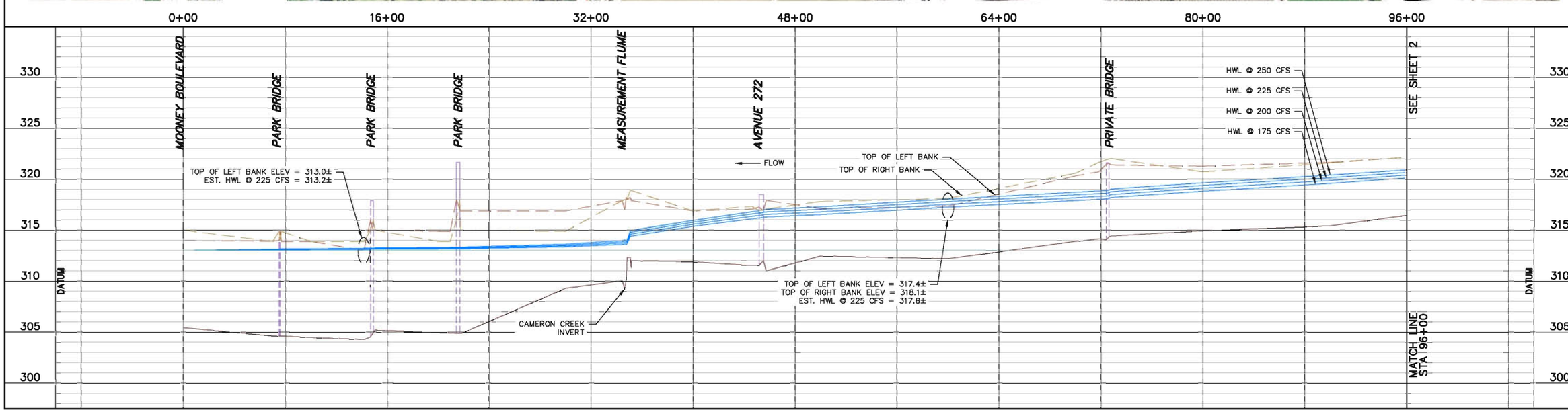

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CAMERON CREEK
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CAMERON CREEK
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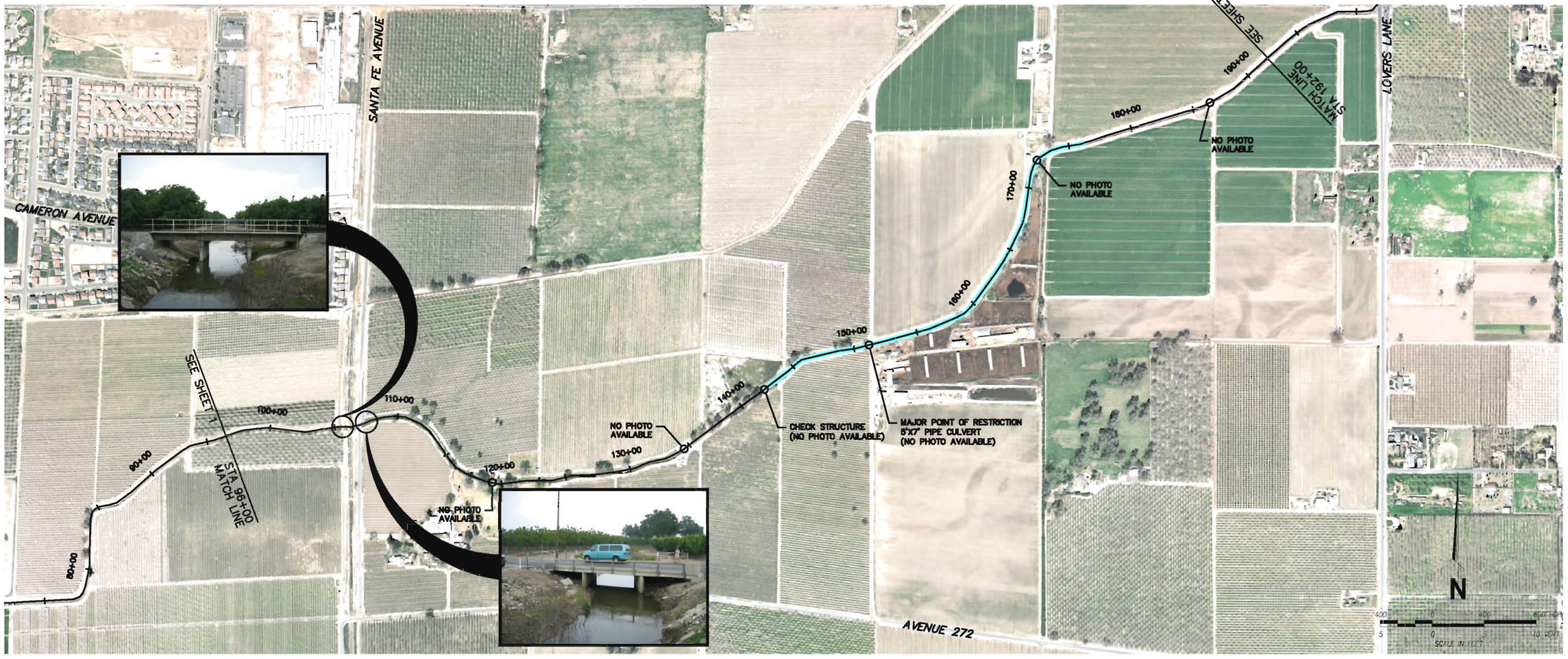

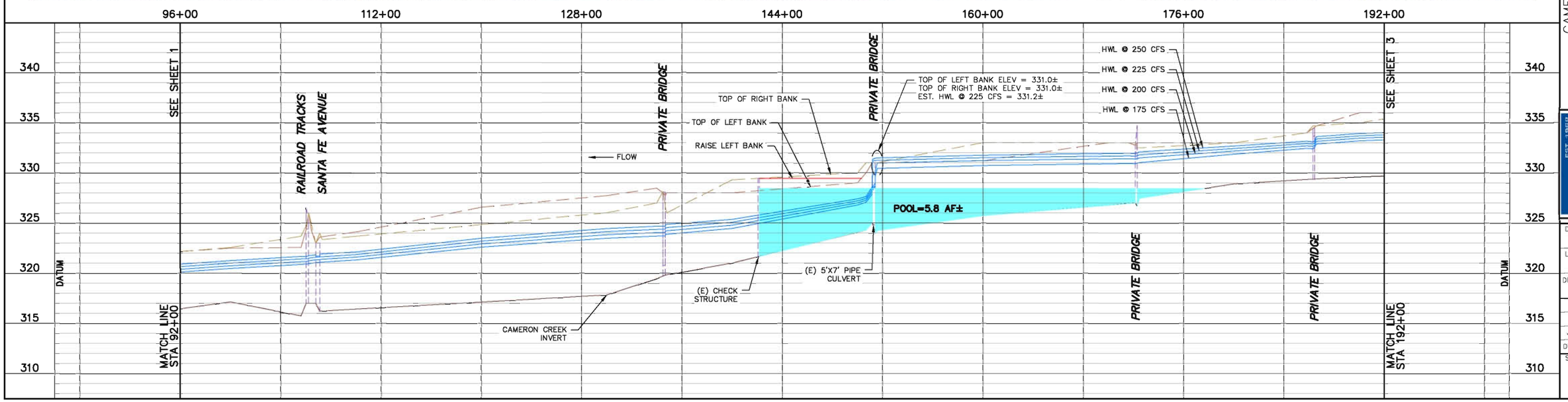

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CAMERON CREEK
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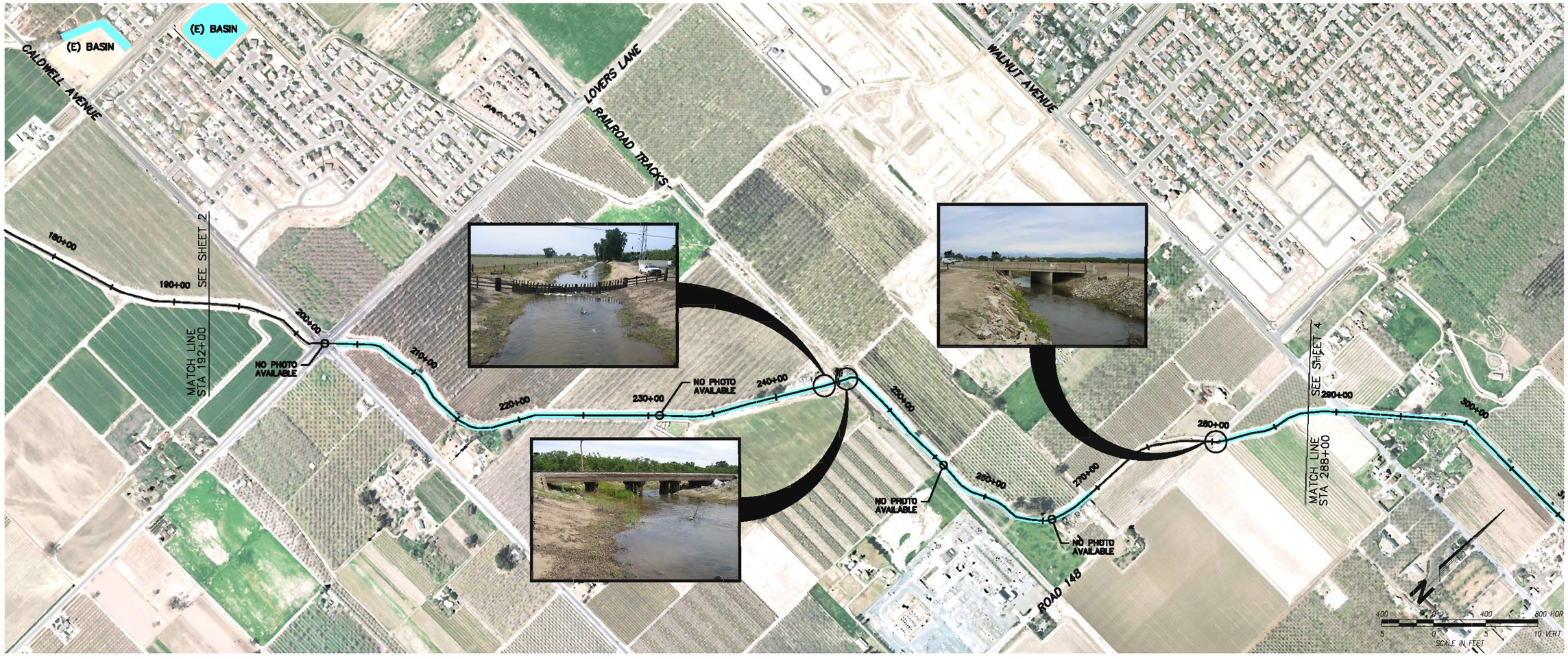

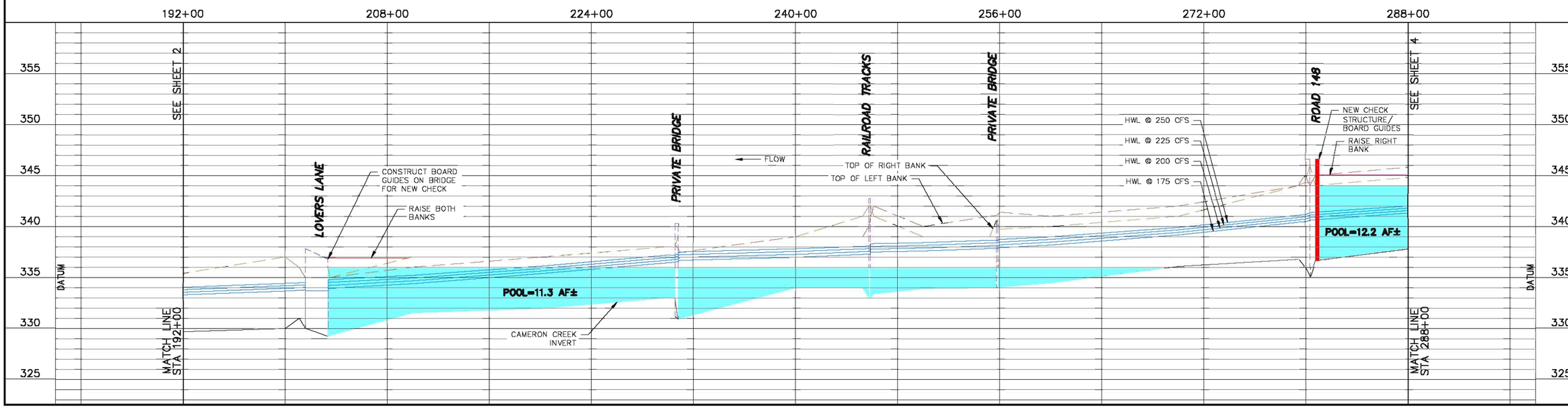

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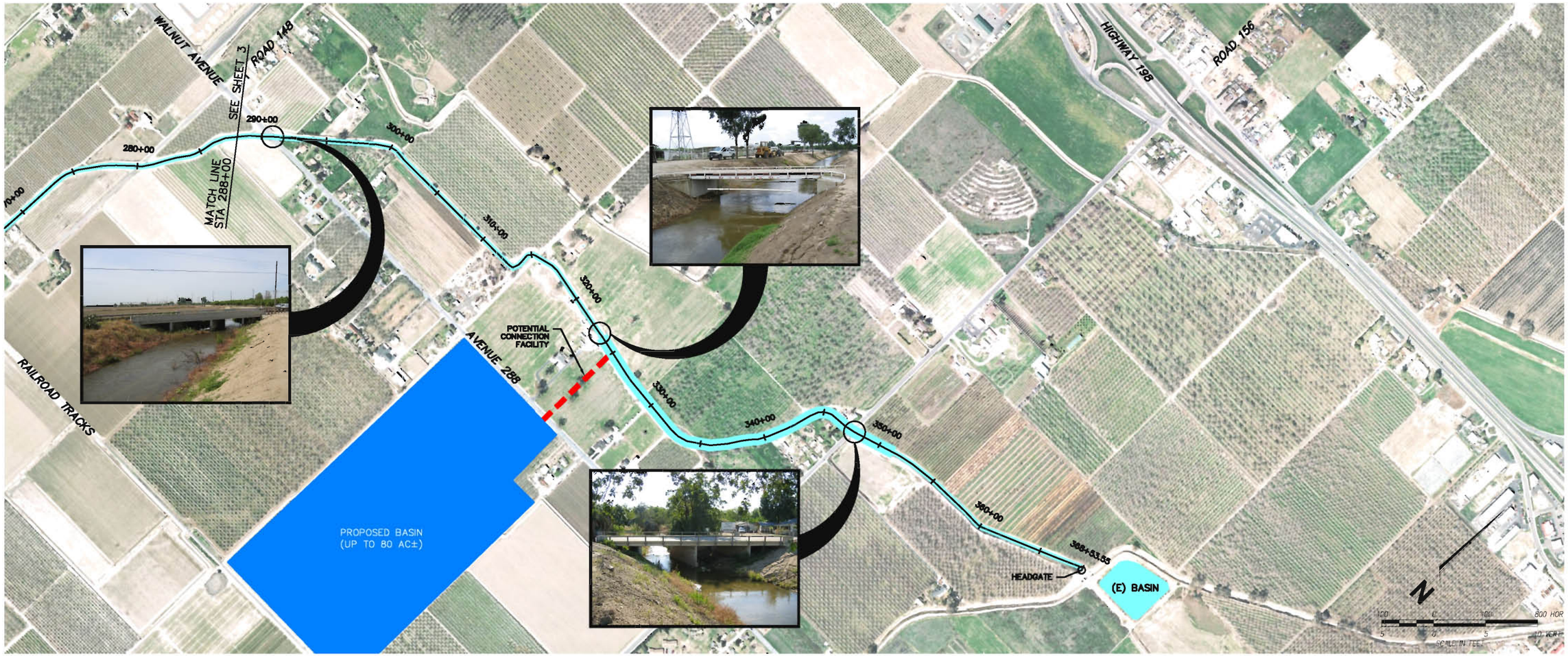

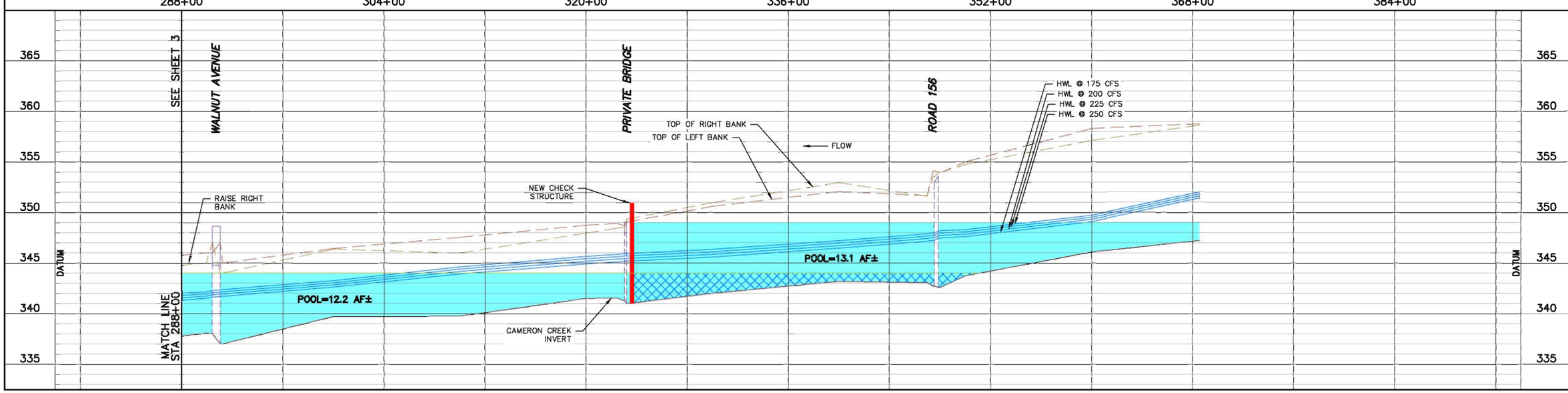

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MID-KAWEAH GSA

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Dave Martin
Tulare ID

Mid-Kaweah Groundwater Sustainability Agency
6826 Avenue 240
Tulare, California 93274

Phone: (559) 686-3425

Website: midkaweah.org

December 15, 2025

City Council
City of Visalia
425 E. Oak Avenue
Visalia, CA 93291

Subject: Cameron Creek Linear Recharge Project – MKGSA Commitment

Honorable Mayor and Members of the City Council:

On behalf of the Mid-Kaweah Groundwater Sustainability Agency (MKGSA), this letter is provided to formally acknowledge and confirm the Agency's commitment to pursue the Cameron Creek Linear Recharge Project in coordination with the City of Visalia.

The MKGSA has agreed to advance the Cameron Creek Linear Recharge Project as a regional groundwater sustainability project that will provide significant recharge benefits within the City of Visalia and the greater Kaweah Subbasin. The project scope includes construction of the Measurement Station, the Lovers Lane Structure, and the placement of a rubble dam at the Rector Station location.

In recognition of the regional benefits and the importance of timely project delivery, the MKGSA further acknowledges and affirms its commitment to cover project costs that exceed available grant funding. This commitment is intended to ensure that the revised project scope can be implemented without delay and in a manner consistent with the approved design and intended groundwater recharge objectives. On December 9, 2025 by unanimous vote the MKGSA Board of Directors approved cost-sharing amongst the members the costs above all potential grant and other funds available to the City of Visalia.

The MKGSA appreciates the City of Visalia's partnership and cooperation in the development of this project and looks forward to continued collaboration as the project moves forward through construction and implementation. This joint effort represents an important step toward improving groundwater sustainability, enhancing recharge capacity, and supporting long-term water reliability for the region.

Should you have any questions or require additional information, please do not hesitate to contact our staff. We appreciate the City Council's continued leadership and support on regional water management

Sincerely,

Aaron Fukuda, Interim General Manager
Mid-Kaweah Groundwater Sustainability Agency

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

KATCH ENVIRONMENTAL, INC.

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

929 L STREET, FRESNO, CA 93721

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:

PAUL KATCHADOURIAN

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.

KATCH ENVIRONMENTAL, INC.

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

PAUL KATCHADOURIAN

Print or Type Name of Authorized Individual

CONTRACT

CITY OF VISALIA

STATE OF CALIFORNIA

This Contract for the construction of the **CAMERON CREEK LINEAR RECHARGE PROJECT**, is made between the City of Visalia, (hereinafter "the City"), and Katch Environmental, 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 **CAMERON CREEK LINEAR RECHARGE 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.:	**25-26-06**
Project Name:	**CAMERON CREEK LINEAR RECHARGE PROJECT**
CIP:	**3010-72000/CP0620-999**

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:

Base Bid

ITEM NO.	DESCRIPTION OF WORK	QNTY	UNIT	Unit Price	Amount
1	Mobilization & Demobilization	1	LS	$ 147,600.00	$ 147,600.00
2	Worker & Public Protection	1	LS	$ 174,992.23	$ 174,992.23
3	NPDES/Water Pollution Prevention Compliance	1	LS	$ 23,000.00	$ 23,000.00
4	Dust Control	1	LS	$ 116,215.06	$ 116,215.06
5	Environmental Mitigation & Requirements	1	LS	$ 30,000.00	$ 30,000.00
6	Project Funding Sign	1	EA	$ 5,000.00	$ 5,000.00
7	Measurement Check Clearing & Grubbing	1	LS	$ 9,112.22	$ 9,112.22
8	Measurement Check Site Earthwork	1	LS	$ 22,021.70	$ 22,021.70
9	Measurement Check Construct Structure & Canal Liner	1	LS	$ 359,793.17	$ 359,793.17
10	Measurement Check Furnish & Install Channel Rip-Rap (F)	1,220	SF	$ 28.26	$ 34,477.20
11	Measurement Check Furnish & Install Wrought Iron Fence & Gates	58	LF	$ 609.50	$ 35,351.00
12	Measurement Check Furnish & Install Rubicon Flume Gate FGB-1370-1804	2	EA	$ 76,810.94	$ 153,621.88
13	Measurement Check Furnish & Install Quick Release Board Guide	1	LS	$ 9,901.24	$ 9,901.24
14	Measurement Check Furnish & Install 30' Antenna Tower w/Anti-Climb Shield	1	EA	$ 9,876.66	$ 9,876.66
15	Measurement Check Furnish & Install Conduit for Controls	1	LS	$ 9,112.22	$ 9,112.22
16	Rector Check Clearing & Grubbing	1	LS	$ 9,500.00	$ 9,500.00
17	Rector Check Site Earthwork	1	LS	$ 22,021.20	$ 22,021.20
18	Rector Check Furnish & Install Channel & Basin Rip-Rap (F)	870	SF	$ 28.26	$ 24,586.20
19	Rector Check Furnish & Install Wrought Iron Fence & Gate	54	LF	$ 609.50	$ 32,913.00
20	Rector Check Furnish & Install 18" SDR32.5 PVC Pipeline	47	LF	$ 327.29	$ 15,382.63
21	Rector Check Furnish & Install 18" RGRCP D-25 Pipeline	96	LF	$ 220.69	$ 21,186.24
22	Rector Check Furnish & Install Pre-Cast 18" Flared Inlet	1	LS	$ 14,739.22	$ 14,739.22

23	Rector Check Furnish & Install 48" Diameter Manhole	1	LS	$ 40,272.76	$ 40,272.76
24	Rector Check Furnish & Install Flow Meter & Meter Vault	1	LS	$ 95,923.75	$ 95,923.75
25	Lovers Check Clearing & Grubbing	1	LS	$ 9,112.22	$ 9,112.22
26	Lovers Check Site Earthwork	1	LS	$ 22,021.70	$ 22,021.70
27	Lovers Check Construct Structure & Canal Liner	1	LS	$ 301,976.17	$ 301,976.17
28	Lovers Check Furnish & Install Channel Rip-Rap (F)	938	SF	$ 28.26	$ 26,507.88
29	Lovers Check Furnish & Install Wrought Iron Fence & Gates	56	LF	$ 609.50	$ 34,132.00
30	Lovers Check Furnish & Install AquaSystems LOPAC Gate & Stilling Well	1	LS	$ 135,643.35	$ 135,643.35
31	Lovers Check Furnish & Install Quick Release Board Guide	1	LS	$ 9,901.24	$ 9,901.24
32	Lovers Check Furnish & Install 40' Antenna Tower w/Anti-Climb Shield	1	EA	$ 9,876.66	$ 9,876.66
33	Lovers Check Furnish & Install Conduits for controls	1	LS	$ 9,112.22	$ 9,112.22
34	Pump Bypass System Plan	1	LS	$ 25,000.00	$ 25,000.00
				Calculated Subtotal	**$ 1,999,883.02**

Alternate Bid "C"

1	Measurement Pump Bypass System Implementation	10	Per Day	$ 6,729.01	$ 67,290.10
2	Rector Pump Bypass System Implementation	10	Per Day	$ 6,729.01	$ 67,290.10
3	Lovers Pump Bypass System Implementation	10	Per Day	$ 6,729.01	$ 67,290.10
				Calculated Subtotal	**$ 201,870.30**

Change Order No. 1

Deduct Bid Item No. 19:

19	Rector Check Furnish & Install Wrought Iron Fence & Gate	54	LF	$ 609.50	$ (32,913.00)

TOTAL CONTRACT AMOUNT	**$2,168,840.32**

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		CONTRACTOR	
_____	_____	_____	
City Manager	Date	By: Authorized Agent	Date
		_____	
		Print Name, Title	

APPROVED AS TO FORM:

_____	_____
City Attorney	Date
_____	_____
Risk Manager	Date
_____	_____
Project Manager	Date

Visalia City Council

Staff Report

File #: 25-0611 **Agenda Date:** 1/20/2026 **Agenda #:** 15.

Agenda Item Wording:
Award annual contract for backflow testing, repairs, and maintenance services at various city owned locations - Authorize the City Manager to award contract to AAA Backflow Prevention for an annual amount not to exceed amount of $49,842.50.

Prepared by: Daryl Tillman, Park Maintenance Supervisor 559-713-4435; daryl.tillman@visalia.gov; Zach Huff, Urban Forestry Supervisor; zach.huff@visalia.gov; 559-713-4295; 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 award of an annual contract for backflow testing, repairs, and maintenance services to AAA Backflow Prevention, of Stockton, CA, for an annual amount not to exceed amount of $49,842.50. The initial agreement is for a 12-month period, with an option to renew annually for 4 one-year periods upon providing satisfactory performance and as mutually agreed.

Summary:
The City of Visalia maintains more than 785 backflow prevention devices that serve City-owned facilities, parks, trails, and landscape and lighting districts. To comply with Cal Water regulations, these devices must be tested annually by certified backflow technicians. In addition, the devices require ongoing maintenance and repairs. The cost of this contract is budgeted annually within the appropriate divisions that utilize these services.

Background Discussion:
On October 29, 2025, the City solicited bids by advertising in the Visalia Times-Delta with the RFB posted on Bid-Net. The City also mailed RFB notices, inviting vendors to participate in this bidding process.

On December 11, 2025, the City received bids from six (6) vendors, but two (2) were rejected due to failure to submit the proper bid form and the required documents. Staff have reviewed the bid for calculation errors and conformance with specifications outlined in the RFB.

BIDDER SUMMARY

Bidders Name	Location	Annual Cost
AAA Backflow Prevention	Stockton, CA	$49,842.50
Parker & Parker	Visalia, CA	$104,800.00
Robert Marks Plumbing	Visalia, CA	$126,750.00
American Inc.	Visalia, CA	$133,145.60

The low bidder is AAA Backflow Prevention. Their DIR number and CSLB C-36 license are current, and they are not listed on the DLSE debarment list. Staff reviewed the submitted backflow certificate and verified that the company is included on Cal Water's approved backflow provider list and meets all required qualifications. AAA Backflow Prevention has previously performed work for the City of Visalia, and staff also contacted the listed references to confirm qualifications and customer satisfaction.

Annual price adjustments at the time of contract renewal will be based on the Consumer Price Index (CPI). Costs for any future additions to the project area, if necessary, will be calculated by multiplying the contractor's unit price for backflow testing and applicable hourly rates by the number of backflow devices added to the contract.

The initial agreement is for a 12-month period, with an option to renew annually for 4 one-year periods upon providing satisfactory performance and as mutually agreed.

Fiscal Impact: The services for this contract are budgeted in the parks maintenance fund, 1622-54024, and 2731-55100, landscape and lighting districts fund and will not need a budget amendment.

Prior Council Action: None

Other: None

Alternatives: Reject bid and go out for another request for bidders.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award an annual contract for backflow testing, repairs, and maintenance services at various City-owned locations to AAA Backflow Prevention, of Stockton, CA, for an annual amount not to exceed amount of $49,842.50

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: RFB 24-25-41, sample contract, D-1 list of current backflows, E-1 City of Visalia labor compliance manual, E-2 State of California prevailing wage, RFB 24-25-41 addendum 1, RFB 24-25-41 addendum 2, bid summary, bid form, and disclosure list.

CITY OF VISALIA
REQUEST FOR BID ("RFB")

RFB NO. 24-25-41

ANNUAL CONTRACT
BACKFLOW TESTING, REPAIRS, AND MAINTENANCE SERVICES AT VARIOUS CITY OWNED LOCATIONS

BIDS DUE NO LATER THAN 2:00 PM PST ON Thursday, December 11, 2025

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

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

Advertisement Dates: 10/31/2025
11/05/2025

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I. DEFINITIONS

For the purposes of RFB NO. **24-25-41** 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. **24-25-41**

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for Backflow Testing, Repairs, and Maintenance Services at Various City Owned Locations. The successful bidder shall be responsible for providing all services necessary to fulfill the requirements of this Invitation to Bid upon receipt of the City's Notice to Proceed.

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

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

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

This Request for Bids is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this RFB should be directed to the Purchasing Division at (559) 713-4334. To prevent misinterpretations, the Purchasing Division prefers that all questions be sent by e-mail to purchasing@visalia.gov.

Any revisions to the Invitation to Bid will be issued and distributed as addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Invitation to Bid. Failure to adhere to this policy may be grounds for rejection of Bids.

The City of Visalia reserves the right to reject any or all bids.

III. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

A. Public Works Contractor Registration Program and Project Labor Agreements

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

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

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

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

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

- ❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.

- ❑ As set forth is CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- ❑ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: http://www.dir.ca.gov/wpnodb.html .

- ❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

- ❑ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

- ❑ In accordance with labor code section 1776 and it's enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;

    - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.

    - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

    - Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.

- ❑ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).

- ❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

    - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

    - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

    - As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

    - As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

  - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***

  - The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

  - Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

  - Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

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

- ❑ As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

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

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

IV. INSTRUCTIONS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.

2. Cross out and initial mistakes in ink and place the correct response next to same.

3. Timely submit Bid in a sealed envelope addressed and marked as follows:

To: City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, California 93291

From: **Bidders Name & Mailing Address**

Marked: RFB NO. 24-25-41 Backflow Testing, Repairs, and Maintenance Services
Deadline: Thursday, December 11, 2025 @ 2:00 PM PST

Delivery of Bid: When sending a bid via Fed Ex, UPS, etc., it is the responsibility of the Bidder to ensure that Bid is received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Bids are not delivered or received when 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 which are not accompanied by the required completed forms.

5. Submit copies of Backflow Assembly Tester Certificates for any personnel employed by the Contractor or Subcontractor who will be performing tasks under this contract.

6. Inquiries: Instructions to Vendor, Specifications and Bid Forms may be inspected and obtained by visiting our web site at visaliapurchasing.org or by calling (559) 713-4334. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.gov.

Questions regarding this RFB are due no later than Wednesday, November 26, 2025 at 4:00PM

V. SCOPE OF SERVICES/PROJECT

Contractor shall provide all labor, materials and services to test, repair, overhaul or maintain backflow prevention assemblies. Currently there are approximately 785 backflow device locations to be maintained under this contract. Additional locations will be added to this contract as needed by the City.

A. WORK ASSIGNMENTS

1. Testing and Certification of all the backflow preventers per the appropriate standard as referenced in this RFB and conforming to all regulations of the State of California, Cal Water Service, OSHA and Health and Safety Codes.

2. Prior to conducting any tests, the contractor must specify the type of test performed and should provide a report for the same. The Contractor shall only perform tests that are essential for certification purposes.

3. If a backflow preventer system fails during the preliminary tests due to sedimentation and deposits on the backflow preventer, then the system should be cleaned. This operation should be carried out only if necessary for the backflow preventer to pass the certification tests. The contractor will not be paid for any unnecessary cleaning that is not necessary to make the preventer pass the test. The contractor must include comments in the report indicating the reason a cleaning operation is necessary for the Backflow Preventer to pass functional requirements.

4. If the backflow preventer does not pass the test after a cleaning operation and the contractor determines the repairs are minor in nature (cleaning dirt, o-ring or gasket replacement, etc.) then the contractor does not have to submit appropriate justification in a report to make the repair. The repair can be made in the field and this type of minor repair shall be considered as included in Contractor's bid price. Should repairs be major in nature (backflow change), then the contractor shall submit appropriate justification in a report to the Project Manager. If there is any question as to the determination of the repair, whether minor or major in nature, the contractor shall contact the Project Manager by telephone to obtain direction as to the step(s) to take to proceed. All major repairs are performed at the Contractor's hourly rate price (on bid sheet) and must be authorized in advance by the City.

5. The tester will be responsible for making reports on repairs to the City of Visalia Project Manager and Cal Water Service Company. Reports shall be completed using the forms and

methods approved and provided by the water purveyor and/or health agency having jurisdiction (Cal Water Service).

6. Contractor shall be responsible for insuring that all work performed under this contract conform to, and comply with, all applicable fire and safety regulations as issued by, but not limited to, the Cal Water Service Company, the Federal Government, the State of California, and the City of Visalia.

7. Contractor **MUST** respond to **emergency** backflow repair calls within two (2) hours of notification from the Project Manager or contact person. Contractor shall provide a 24-hour emergency contact number.

8. Contractor **MUST** submit required backflow repairs to the project manager with an itemized cost estimate for approval prior to making any repairs.

9. If the contractor is either unable to or cannot make repairs when requested, the City reserves the right to contact other companies to make the repairs.

10. All backflows that require replacement must be replaced with Febco or Wilkins Backflows, or a City approved equal.

11. Contractor must have City's approval to replace a complete backflow.

12. Contractor must have City approval to replace backflow shut-off valves.

B. COMMUNICATION AND SERVICE CONFIRMATION REQUIREMENTS

1. Contractor shall acknowledge all communications from the City, including emails and phone calls, within 1 business day of receipt. Acknowledgment must include an expected response timeline. For emergency repair calls, Contractor must respond within two (2) hours of notification, as outlined in Section A.7. Contractor shall maintain a 24-hour emergency contact number and ensure that emergency communications are prioritized and responded to promptly.

2. Contractor shall provide written confirmation of services performed under this contract. Confirmation shall include the date of service, location, technician name, and a brief description of the work completed.

   Due to the volume of locations, Contractor may submit confirmations in batch format on a weekly basis, unless otherwise requested by the Project Manager. All confirmations shall be submitted electronically to the Project Manager.

3. Contractor shall ensure that all personnel performing work under this contract always conduct themselves in a professional manner. Repeated complaints regarding unprofessional behavior will be documented and may result in corrective action.

C. DEVIATION FROM SCOPE OF WORK

1. No deviations shall be made from this contract. Should the Contractor find any time during the progress of the work, that in his judgment conditions make desirable or necessary modifications in the requirements covering any particular item or items, he shall report such matters promptly to the Project Manager for instructions.

2. Please refer to Exhibit "D-1" of this RFB for a list of Backflow Locations. Additional backflow locations may be added during the term of this contract.

3. Contractor is to obtain authorization from the Project Manager prior to making any major repairs to the device.

D. CONTRACTOR QUALIFICATIONS

1. Contractor must be named on California Water Services' list of approved Backflow Preventer Testers.

2. Any personnel employed by the Contractor who will be performing tasks under this contract must be certified backflow preventer assembly testers. Contractor shall submit to the City a copy of the Backflow Assembly Tester Certificates for all personnel who will be performing tasks under this contract. Certificates must be submitted at time of bid. If Contractor hires new staff or replaces staff involved with performing work under this project, Contractor must submit a copy of the new staff person's Backflow Assembly Tester Certificate prior to having the new person perform service under the contract.

3. Where indicated on the Bid Form, The Contractor shall furnish three references for performing work (similar in size and scope to the requirements of this contract) in the California Water Service jurisdiction. References to include name of entity for which work was being done, date, contact information and scope of work.

4. Contractor must be registered with the Department of Industrial Relations and maintain valid registration annually for the life of the contract.

5. Contractor must be duly licensed in accordance with the provisions of Chapter 9, Division III of the State of California Business and Professions Code to perform all aspects of work required under this contract. A current Class C-36, Plumbing license is required. See Section III for additional Department of Industrial Relations Requirements which apply to this project

6. Use of Subcontractors: Your proposal may include subcontractors, and you should clearly delineate the responsibilities of each of those participants within your proposal. However, the City will recognize the party legally signing the Bid Proposal as prime contractor and contacting party, who, as such, will assume ultimate responsibility for ensuring compliance with the specifications, terms and conditions of the Invitation to Bid.

   Any Contractor utilizing a subcontractor is required to supply the City with copies of the Subcontractor's Backflow Preventer Assembly Tester Certifications at time of bid submittal. The subcontractor must also be registered and maintain registration with the Department of Industrial Relations.

E. SAFETY

1. The Contractor is responsible for compliance with all OSHA and other applicable safety regulations.

2. The Contractor shall take precautions to prevent citizens and others from coming in contact with the work being carried that may be hazardous to the safety of those individuals.

3. The Contractor must ensure that during all testing and inspection processes that damage does not occur to any equipment in and around the facility.

F. BID REQUIREMENTS

1. Submit costs for the testing and reports of Pressure Vacuum Breaker Backflows and Reduced Pressure Backflows allowing for the consideration of the City of Visalia supplying the replacement parts.

2. Contractor shall be reimbursed for parts and materials required for repairs or replacement. Contractor is to submit receipts for any authorized parts and materials purchased and itemize those on his monthly invoice. Invoices and receipts should clearly indicate the location and serial number for which the parts were purchased.

G. BACKFLOW LOCATIONS (See Attachment D-1)

The List of Current Locations are provided as an attachment to this RFB (Exhibit D-1). Additional backflow locations may be added during the term of this contract.

H. TIME OF COMPLETION

In February of each year, City of Visalia receives the testing notifications from Cal Water Service. The City will then notify the Awarded Contractor of the units to be tested and provide Contractor with the appropriate compliance forms. Cal Water requires that the City's units be tested and compliant **prior to June 16 of each year**.

Therefore, a Time of Completion Date has been established as follows: **The Contractor will be allowed FOUR (4) MONTHS from the date City provides Contractor with testing forms to complete testing and required maintenance of the units. An additional ten (10) business days will be allowed to complete testing on any additional backflow locations added during the term of the contract.**

I. MONTHLY PROJECT MEETINGS

In an effort to ensure that the City is in compliance with the requirements of California Water Service and that the Contractor is making progress with the testing and maintenance of the units it will be a requirement that the Contractor meet with the City's Project Manager on a monthly basis during the testing period (Mar. – June).

These meetings shall be held sometime during the first week of each month and shall be arranged by the Awarded Contractor, who will telephone the City Project Manager at 559-713-4295 to schedule the time/date and location for each meeting.

Meetings may be held in a City building or office if necessary. At these meetings, the Contractor shall provide the Project Manager with a status report on the number of notifications received from Cal Water and the number of units that have been tested to that point.

VI. PRE-BID AND CONTRACT MEETINGS

1. A Non-Mandatory Pre-Bid Meeting. An informational pre-bid meeting will be held on **Tuesday, November 18, 2025,** beginning at **10:00 AM** (PST) at the Visalia City Hall, 707 W. Acequia, Visalia, CA. Attendance at this meeting is not required to submit a Bid in response to this RFB. Information regarding the project will be provided at that time. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

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

City Project Manager: Zach Huff
Department: Parks and Facilities

VII. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on **Thursday, December 11, 2025 at 2:00 PM** at 707 W Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be open to public inspection at the Bid opening and after an award decision has been made. Other Bid information will not be available for public review during the evaluation phase.

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

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

VIII. AWARD

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

2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

IX. PROTESTS/APPEALS

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

1. Any actual Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and

2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.

3. The City's Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal unless the Bidder is notified more time is required.

4. Further levels of appeal may be made in accordance with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

X. SPECIAL CONDITIONS

A. 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 City of Visalia.

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

c. Omitted Items. Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.

d. Extra Work. Contractor is prohibited from doing extra work, unless authorized in writing by Project Manager before the work is done. Payment for approved Extra Work shall be as agreed to in writing. No additional payment is due for unauthorized Extra Work.

e. Removal of Obstructions. Contractor shall remove and dispose of all structures, debris or other obstructions of any character required for completion of the project. Any temporarily removed or relocated items shall be replaced.

f. Clean Up. Prior to acceptance and final payment, Contractor shall clean up the site of work, and any areas occupied by Contractor in connection with the project.

B. City-Contractor Relations

a. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of quality and acceptability of materials, work performance, rate of progress of work, interpretation of drawings and specifications, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents or employees.

b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.

c. Project Site/Existing Utilities and Structures.

(1) Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures, including, but not limited to, sewers, water service, drains and culverts, underground utilities and the like.

(2) USA Notification. Contractor shall notify underground service alert ("USA) of times and locations of proposed excavations.

i. Contractor shall notify owners of and be responsible for damage to utilities and substructures.

ii. If damage occurs to an unknown utility, Contractor shall repair the utility.

iii. Contractor shall not make connection to or draw water from any hydrant or pipeline without first obtaining permission to do so.

d. Signs, Barricades, and Notice. Contractor must provide and maintain proper barricades, fences, signal lights, watchmen, and notice in general to the surrounding public, in accord with local, federal, and state requirements.

e. Labor

(1) Workmanship. Workmanship shall be equal to the best general practice of modern day fabrication shops and good construction practice.

(2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.

f. Control of Materials:

(1) Source of Supply and Quality of Materials Guarantee. All materials, parts and equipment supplied by the Contractor shall be new and of a quality equal to that specified. Materials which become unfit for use shall not be used for the project.

(2) Equivalent Materials. Trade names or manufacturer's catalog information, where used, are a means of indicating kind, type, design, style, finish, durability or quality desired and are not intended to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those specified. The burden of proof of compliance with the specifications is the responsibility of Contractor. City shall be the sole judge as to the adequacy of any item for substitution.

(3) Manufacturer's Directions. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

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

h. Materials and Shop Drawing Submittals. If applicable, Contractor shall submit to Project Manager for approval, two (2) copies of the materials list and detailed dimensional shop drawings covering all Contractor-furnished items of equipment. Prior approval by Project Manager is required. Such approval shall not relieve the Contractor from the responsibility of deviation from the Contract unless Contractor has, in writing, called to the attention of the Project Manager such deviations.

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

XI. GENERAL CONDITIONS

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

   The City hereby affirmatively ensures that 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 portion of the work, as the City deems necessary or advisable, at the prices Bid.

22. Bidders shall satisfy themselves by personal examination of the work site, specifications, plans, and other contract documents, and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.

23. All Bidders are required to make a Bid on the complete Bid Form (Exhibit "A"). Contractor may be required to submit Proposals on alternate items. The City reserves the right to award to 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. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.

26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.

27. The annual contract resulting from this invitation to bid will be administered by the Parks and Recreation Department. However, the City's Purchasing Division shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions or scope of the contract.

28. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Contract shall be begin no later than 15 days from the receipt of annual contract.

29. All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of

the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

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

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. 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.

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

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

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

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

31. 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.

XII. POST AWARD RESPONSIBILITIES

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

2. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.

3. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined Exhibit "C", Attachment 2. Contractor shall provide evidence of such insurance to City's Purchasing Division prior to commencement of work.

4. Required Bonds (Performance Bond): **The Bidder(s) awarded contract(s) pursuant to this RFB will be required to provide to the City of Visalia: a "Performance Bond" in the amount of 100% of the contract amount within ten (10) working days of the date of the "Notice of Award".** According to City standard the surety company must be either a California Admitted Surety to its specified dollar limitation AND a current A.M. Fest A: VIII rated surety. The Performance bond shall remain in force for one year after the date of completion.

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.

XIII. EXHIBITS

A. BID FORM

EXHIBIT "A"
RFB NO. 24-25-41
Project: BACKFLOW TESTING, REPAIRS, AND MAINTENANCE SERVICES AT VARIOUS CITY OWNED LOCATIONS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-41 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

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

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

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

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

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

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

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

Per Specifications RFB-24-25-41 Testing and Reports for Pressure Vacuum Breaker Backflows and Reduced Pressure Backflows including maintenance & minor repairs (City pays for parts)	**Per Service Cost (Unit Price)**	**Estimated Annual Quantity**	**Total Annual Cost**
	$_____per backflow	785	$_____
Contractor's Hourly Rate (for major repairs beyond routine maintenance & minor repairs if requested by Project Manager)	$_____per hour	40 hrs.	$_____
		Total Annual Cost	$_____

***Note**: Minor repairs (e.g., o-rings, gaskets, cleaning) are included in the unit price. Major repairs must be pre-approved and will be billed at the hourly rate listed above.*

(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

BIDDING AGENCY:_____

BIDDING CONTRACTOR'S LICENSE INFORMATION:

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

STATE D.I.R. REGISTRATION #_____

FEDERAL TAX I.D. #_____

CITY OF VISALIA BUSINESS TAX CERTIFICATE #_____(A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a 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.

CONTRACTOR'S 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 (2) years.

REFERENCE 1

NAME OF AGENCY:_____**CONTACT PERSON:**_____

AGENCY ADDRESS:_____**PHONE #:**_____

REFERENCE 2

NAME OF AGENCY:_____**CONTACT PERSON:**_____

AGENCY ADDRESS:_____**PHONE #:**_____

REFERENCE 3

NAME OF AGENCY:_____**CONTACT PERSON:**_____

AGENCY ADDRESS:_____**PHONE #:**_____

DESIGNATION OF SURETIES

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

COMPANY NAME:_____**TYPE OF INSURANCE:**_____

ADDRESS:_____**TELEPHONE#**_____

COMPANY NAME:_____**TYPE OF INSURANCE:**_____

ADDRESS:_____**TELEPHONE#**_____

COMPANY NAME:_____**TYPE OF INSURANCE:**_____

ADDRESS:_____**TELEPHONE#**_____

SUBCONTRACTOR LISTING

BIDDING AGENCY:_____

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

SUBCONTRACTOR INFORAMTION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

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

BIDDING AGENCY:_____

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

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

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

Submit with Bid

EXHIBIT "B-1"

B-1 BIDDER'S STATEMENT ON PREVIOUS CONTRACTS

SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)

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

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

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

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

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

B-2 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

Equal Opportunity Clause

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

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name:_____

Business Address:_____

Signature: _____Date:_____

Name of Signing Official (Print or Type):_____

Title of Signing Official: _____ Company Seal:

B-3 CERTIFICATE OF NONSEGREGATED FACILITIES

(BIDDERS/SUBCONTRACTORS)

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

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

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

(a) Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;

(b) Retain such certifications in its files; and

(c) Forward this certification and the following notice to the proposed SUBCONTRACTORs:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Company: _____

Business Address: _____

Signature:_____ Date:_____

Name of Signing Official (Print or Type) :_____

Title of Signing Official:_____

Company Seal:

B-4 NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To Accompany Bid Form

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.

_____ _____

Signature Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

B-5 WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

B-6 CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE

(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

B-7 AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT "B-8"

B-8 OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

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

_____

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

_____

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:

_____

_____

_____

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know 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.

_____

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

_____ _____

Signature of Company Authorized Individual | Print or Type Name of Authorized Individual | Date

EXHIBIT "B-9"

STATE OF CALIFORNIA
STD.21 (REV.12-93)

B-9 DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

B-10 IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

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

◯ The Contractor is not:

(1)Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2)A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

◯ The City has exempted the 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:_____AgencyName:_____

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"

C. SAMPLE CONTRACT (does not need to be submitted with Bid/Proposal)

Annual Contract for
Backflow Testing, Repairs, and Maintenance Services at Various City Owned Locations
(City of Visalia Bid No. 24-25-41)

This Agreement, entered into and effective this _____ day of _____, 2025 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

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

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

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

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

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

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

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

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 24-25-41, Backflow Testing, Repairs, and Maintenance Services at Various City Owned Locations
Attachment 4	CONTRACTOR's bid in response to Bid No. 24-25-41

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:
CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 24-25-41.

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

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

5. COMPENSATION:

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

Total Compensation:	Not to exceed $_____annually and not to exceed Contractor's stated bid prices.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties 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) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

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

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:_____

EXHIBIT "C, Attachment 1"

GENERAL CONTRACT PROVISIONS

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

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

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

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

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

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

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

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

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **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.

INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s') Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

   b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

      (1) bodily injury;
      (2) personal injury;
      (3) broad form property damage;
      (4) contractual liability;
      (5) cross-liability;
      (6) products and completed operations liability

4. **Other Insurance Provisions.**

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

5. **Endorsements.**

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

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

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

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

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

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

D. BACKFLOW LOCATIONS

D-1 LIST OF CURRENT BACKFLOW LOCATIONS (See Attachment)

E. LABOR COMPLIANCE AND PREVAILING WAGE REQUIREMENTS

E-1 CITY OF VISALIA LABOR COMPLIANCE MANUAL (See Attachment)

The City of Visalia Labor Compliance Manual is provided as a separate attachment and is hereby incorporated by reference into the contract documents. Bidders are required to review and comply with all provisions contained therein.

E-2 STATE OF CALIFORNIA PREVAILING WAGE (See Attachment)

The applicable State of California Prevailing Wage Determinations are provided as a separate attachment and are incorporated by reference into the contract documents. Compliance with these wage determinations is mandatory for all work performed under this contract.

#	Subdivision	Service Address	Model	Size
1	North Entry Sign	1 HWY 99 VISALIA ENTRY SIGN	825Y	0.75
2	Plaza Park	1 SW Ballfield Plaza	825Y	2
3	Westwood Park #1 & #2	100 E Menlo Ave I - s/e corner of S. Court and	825Y	1.5
4	Cameron Creek Ranch #2	1000 W. Cameron Ave. I (Cal water meter located n/e corner of Vintage St. and	825Y	2
5	Ben Maddox S. of 198	1001 A S. Ben Maddox Way I (in median 300' N/ of Tulare Ave)	825Y	2
6	Downtown Malls	101 E. Main St. I (SE corner Main & Court	LF825YA	1.5
7	Mill Creek Riparian	101 N. Fairway St. I (S/W side of Road next to	825Y	1
8	Maddox and Caldwell #6	1010 E Monte Verde I	LF860	2
9	Linwood Median	1030 SOUTH LINWOOD ST. A	825Y	1
10	Akers Median, N. of 198	1037 N. Akers St. I	975XL	0.75
11	Four Creeks #1	1039 N. Lovers Lane	975XL	1.5
12	Downtown Malls	105 S Floral I	825Y	1
13	Oval Triangles	107 Pine St I	975XL2	1
14	Downtown Malls	108 N. Bridge	975XL2	1
15	Downtown Malls	110 N. Bridge St.	825y	1
16	East Glen	1100 E. Buena Vista Ave. I	825Y	2
17	Downtown Malls	1100 N. Demaree St. I	975XL	2
18	Four Creeks Estates	1103 E. Buena Vista Ave. I	825Y	2
19	Noble & Min King Rdse.	1103 E. Mineral King (East of Oakhurst st)	825Y	1
20	Fox glen #1	1103 SOUTH CAIN STREET	825Y	1
21	Riverbend Village	112 E Dove	375XLB	1
22	Plaza Irrigation	1121 N Plaza Drive I	975XL2	1
23	Pinkham Park	1130 S. Pinkham Rd (inside fence 20' E/ of	825YA	1
24	Pinkham Park	1130 S. Pinkham Rd (inside fence 20' E/ of	825Y	1
25	Constitution Park	1137 S. Crenshaw Ct.	825Y	2
26	Mooney Blvd Median	1139 S. Mooney Blvd (Clock #4)	765	1
27	Lovers Ln Median, N/198	1148 S. Lovers Lane I	825Y	1.5
28	Key West #1, #2 & #3	1149 N. Linwood St. I	825Y	1.5
29	City Parking Lots	115 N Church Parking Lot #9 on Church (60'S of Center West curb face)	975XL2	2
30	Sierra Point #4	115 South McAuliff St. I	825Y	1.5
31	NE DISTRICTS	1150 N. Lovers Lane	825Y	2
32	Walnut Breeze #1 (Kensington Manor)	1151 EAST DOROTHEA AVE. I	825Y	2
33	Walnut Breeze #1 (Kensington Manor)	1151 East Dorthea Ave. I (Cal Water Meter located n/w corner of Ben Maddox Way and	825Y	2
34	City Parking Lots	117 NORTH FLORAL ST.I	825Y	1
35	City Parking Lots	120 NORTH LOCUST STR.	825Y	1
36	City Parking Lots	120 W Acequia Court & Plaza Parking Lot #11 (N.W. corner of Court & Acequia in planter)	825Y	0.75
37	City Parking Lots	120 W. Center Ave. I(Southside of Dumpster Wall in planter)	860	1

38	Stonebrook	1200 W Caldwell Ave. I	825Y	2
39	Seven Oaks Park	1200 E. Tulare Ave (S/W Park 200' N. of	825Y	1
40	Noble & Min King Rdse.	1200 W Mineral King Ave I Giddings & Mineral King (200' East of Giddings)	825Y	1
41	Noble & Min King Rdse.	1200 W. Noble Ave. I _ Oak Park & Noble (100' W of Oak Park, N/S of Noble in planter	825Y	1
42	City Parking Lots	1200 WEST MAIN STREET I	825Y	0.75
43	Country Akers #3	1201 N Akers St I	825Y	2
44	Downtown Malls	121 W Main St I S/S of Main St (in planter 60' E/ of Locust st)	825Y	1
45	Stonebrook Park	1214 W. Hemlock Ave. I	825Y	1.5
46	Stonebrook Park	1214 W. Hemlock Ave. I	825Y	0.75
47	Stonebrook Park	1214 WEST HEMLOCK AVE I	825YD	3
48	City Parking Lots	1215 WEST CENTER AVE	825Y	1
49	Seven Oaks Park	1226 EAST TULARE AVE. I	825Y	0.75
50	Charter Oak #2	1233A E ST JOHNS PKY	765	1.25
51	Lovers Ln Median S/198	1234 S. Lovers Lane I (in Median)	825Y	1
52	Mooney Blvd Median	1234 S. Mooney Blvd	825y	2
53	Shannon Ranch #3	1236 W Sedona Ave.	375XLB	1.5
54	City Parking Lots	124 EAST ACEQUIA AVE. I	825Y	1
55	Oakwood Ranch	1240 N. Tilden St. I	825Y	1.5
56	Virmargo Village	1240 S Pinkham St I - Pinkham & Iris	765	2
57	Oakwood Ranch	1241 N. Tilden St. I	825Y	1.5
58	Downtown Malls	129 EAST MAIN STREET I	825Y	1
59	McAulliff Pond	1300 S. McAuliff - East end of (S/S of Tulare Ave) Per 1201 S. McAuliff Juan C.	825y	2
60	McAulliff Pond	1300 S. McAuliff Rd I- 100' S/of Tu (South east	825y	1
61	Charter Oak #1	1300 E St Johns Pkwy - s/w corner of Ben Maddox and St. John's PKWY	765	2
62	Goshen Ave Bikepath	1300 WEST MURRAY AVE. I	825Y	0.75
63	Noble & Min King Rdse.	1304 W. Noble Ave. I	825Y	1
64	Silver Creek	1315 E. Vine Ct. I	825Y	1.25
65	The Ranch	1317 N. Julieann St. I (n/s Houston 50' west	825Y	2
66	The Ranch	1319 N. Julianne St. I 34' NW of master, SS of	825Y	1.25
67	Luisi Ranch	1334 N Demaree St. I	975XL	2
68	Country Club	1349 N. County Center St. I	825Y	2
69	Goshen Median W. of Mooney	1349 NORTH PEPPERTREE STREET I	825Y	1
70	South Cameron Creek	140 W Visalia Pkwy I	825YA	2
71	St. John's River	1400 E St. Johns, n/e corner of Ben Maddox and St. John's, in planter	975XL	2
72	Park Breeze	1400 WEST CALDWELL AVE. I	825Y	2
73	Transit Center	1401 E Goshen Ave. I	825Y	1
74	Hidden Oak #5	1401 South Ben Maddox Way I	825Y	2
75	Pine River Estates Phase #1	1403 N Virmargo St I	375XL	1.5

76	East Oak Estates	1403 N. Comstock St I (Cal Water meter located on south side of Houston Ave. e/w of	825Y	1.5
77	Summers Park	141 W. Ferguson Ave. I	LF825Y	2
78	Summers Park	141 W. Ferguson Ave	825y	1
79	Mooney Blvd Median	1410 S. Mooney Blvd (Clock #5)	765	1
80	Valley Oaks #5	1412 N. Maple St. I	825YA	1.5
81	Houston Ave. & McAuliff	1420 N. Citrus Ct. I	825Y	1.5
82	Linwood Median	1420 S. Linwood St A (Clock #2)	825Y	1
83	Hidden Oak #1 & #2	1433 EAST PRINCETON COURT I	860	2
84	Oakwood #1	1433 North Demaree St. I	825Y	2
85	Spanish Oaks	145 Lovers Ln., S. of 149 N. Lovers Ln. middle of block fence/115 N Lovers Ln	825Y	1
86	Whitendale Median	148 W Whitendale Ave. I In Median on Whitendale at Locust	825Y	1
87	Nunez Heights	150' e. of n/e corner of Houston & Goddard	825Y	1
88	Stonebrook	150' w. of Packwood Cree, n/s Caldwell, next	825Y	1
89	Mooney Blvd Median	1500 Blk S. Mooney Blvd (clock #6)	765	1
90	Luisi Ranch	1500 N Wellsley St. I	825Y	2
91	Medians and Unimproved	1500 NORTH McAuliff STREET I	825Y	1
92	Hidden Oak #3	1501 SOUTH BEN MADDOX I	825	2
93	Noble & Min King Rdse.	1503 W Mineral King Ave I - Dollner & Mineral	975XL2	1
94	Lovers Ln Median S/198	1515 S LOVERS LANE	825Y	1
95	Fieldstone Oaks	1531 NORTH COUNTY CENTER DR. I	825Y	2
96	Akers Median S. of 198	1545 S. Akers St. I	825Y	0.75
97	Memorial Park	1550 W. Main St.	825Y	2
98	Mayor's Park	1551 W. Main St. I (Sierra Dr Alley- Eastside Creek in Alley)	825Y	1.5
99	Mill Creek Riparian	160 N. Akers St. I	975XL2	1.5
100	Rotary Park	1600 S. Divisadero I- Harvard 20' N/ of So Pa (lot & 10' E of curb face Rotary park)	825Y	2
101	Rotary Park	1600 S. Divisadero I- Harvard 20' N/ of So Pa (lot & 10' E of curb face Rotary park)	825Y	2
102	Goshen Ave Bikepath	1600 W. Goshen Ave. I (N/W corner of	825Y	0.75
103	Mooney Blvd Median	1604 N Mooney Blvd I	825Y	1.5
104	Mooney Blvd Median	1604 N Mooney Blvd I	825Y	2..0
105	Summers Place	1627 N. Summers St. I	LF825YA	1
106	Packwood Ditch	1630 E Walnut Ave. I	975XL	1
107	Briarwood	1633 E. Laura Ave. I - s/w corner of Ben Maddox and Laura	825Y	2
108	Briarwood	1639 E. Beech Dr. I - s/w corner of Beech and Ben Maddox	825	2
109	Silvercreek Estates	1641 EAST VINE COURT I	825Y	1.25
110	Fieldstone Oaks	1645 N. Mendonca St. I (Christians Park)	825Y	1
111	St. John's Estates	1648 E. Knight COURT I	825Y	1.5

112	Golden Valley Estates	1650 N. McAuliff, 200' s. of Harold - McAuliff and Elowin Ct., e/s of McAuliff	825Y	1.5
113	Caldwell Median E&W	1674 W. Caldwell Ave. I	825Y	1
114	Mooney Blvd Median	1700 Blk S. Mooney Blvd (Clock #7)	765	1
115	Di Mello Toscana	1700 N El Cajon St I	375XL	1
116	Soroptimist Park	1711 N Bollinger I (Buena Vista & Bollinger)	825Y	2
117	Soroptimist Park	1711 N Bollinger (Buena Vista & Bollinger)	825Y	1
118	Woodland Park	1711 N. Woodland St. I	825y	0.75
119	Woodland Park	1711 N. Woodland St. I (East side of park)	860	2.5
120	Mill Creek Riparian	1723 N Dunworth (near 3500 E Mill Creek)	825Y	2
121	Eagle Glenn #1	1733 S. Visalia Pkwy I (116' S of Harvard)	825YA	1.5
122	Grove East Estates	1737 E. Parrish Ct. I	825Y	1.5
123	Sunnyside Gateway	1745 W. Sunnyside Ave. I - S/E Cr. E/side (of wall in planter)	825Y	0.75
124	Dorothea Gateway	1749 Dorothea Ave. I (200' E of Fairway Ave)	825Y	1
125	Tiffany Ranch	176 N Preston St. I	825Y	2
126	Emerald Park	1800 E. Douglas Ave. I	825Y	1
127	Willow Brook on the Park	1800 NORTH LIBERTY COURT I	825Y	1.5
128	West grove Estates	1801 S Akers St I - s/w Akers of Cambridge - 15' s/of south curb face	765	1.25
129	Eagle Glenn #1	1802 S. McAuliff St. I	825Y	2
130	East Glen	1818 N. Ben Maddox Way I	765	1.5
131	Packwood Riparian	1820 W. Cameron Ave. I	825Y	1.25
132	North Park Homes #2	1825 W. Riggin s/s next to brick wall	825Y	1.5
133	Linwood Median	1840 S. Linwood St. A	825Y	0.75
134	St. John's Parkway	1842 E. St. John's Parkway	975XL2	2
135	St. John's Parkway	1842 E. St. John's Parkway	975XL2	0.75
136	St. John's Parkway	1842 E. St. John's Pky N/side of street	825Y	2
137	St. John's Parkway	1844 E. St. John's Parkway	825Y	1
138	St. John's Parkway	1844 E. St. John's Parkway in median	825Y	1
139	St. John's River Park	1844 St. John's Pkwy	825Y	2
140	Walnut Roadside	1900 Blk E. Walnut Ave (on walnut straight across from Cain st.)	825Y	1
141	Sunrise Point	1900 EAST K Road I	825YA	2
142	Soroptimist Park	1900 N Linwood St. I	825Y	2
143	The Ranch	4611 W. Buena Vista Ct. I	825Y	1.5
144	City Parking Lots	1900 N. LoversLn (St. Johns Pky S/W/ CORNER Parking lot)	825Y	0.75
145	Stonebridge #1 & #2	1900 SOUTH CEDAR ST I	825Y	2
146	Shannon Ranch #3-5	1903 W Shannon Pky I	375XL	2
147	Four Creeks Estates	1905 N. Edison St. I	825Y	2
148	Pine River Estates Phase 2	1919 N Virmargo St I	375XLB	1.5
149	Rosemont #1	1924 N. County Center St. I	825Y	2
150	Kennedy Heights	1930 E. Houston Ave.	825Y	1.5

151	Fox glen #2	1930 EAST TULARE AVE	825Y	1.25
152	Sycamore Creek	1937 S Cottonwood, next to 1935	975XL2	2
153	Westgrove Estates	1938 SOUTH TEDDY STREET	825Y	2
154	Lisendra Pond	1939 S Roeben Rd	825Y	2
155	Mill Creek Trail only	195 N Preston St. I 40' N of Millcreek west of	375XL	1
156	Houston Triangle	200 Blk E. Houston AVE	765	1
157	Library Grounds	200 W Oak Ave - On Locust West side of street - Next to side of Library Building	LF825Y	2
158	Oval Triangles	200 Pine St. (7' E of West curb face)	825Y	1
159	Eagle Creek	2001 N Roeben St. I	825YA	2
160	City Parking Lots	201 N West STREET	825Y	0.75
161	Downtown Malls	201 W. Main St. I (SW corn Main & Locust)	LF825YA	1.5
162	Ashley Grove	2010 N Leila St. I	825Y	1.5
163	Harter Court	2011 SOUTH CAIN STREET	825YA	2
164	Fieldstone Oaks	2021 N. County Center (250' N of Vine)	825Y	2
165	Seven Oaks	2036 E. Cherry, S/W corner of Pinkham and	825Y	1
166	Sequoia Heights	204 N. Virmargo	825Y	1
167	Police Substation NW	204 NW 3rd	350ADA	6
168	Police Substation NW	204 NW 3rd	950XL	0.75
169	Police Substation NW	204 NW 3rd	975XL	2
170	River Oak Park #6	2040 Chelsea Ct./2045 E St Johns Pkwy	825Y	1.5
171	St. John's River Park	2045 N. Ben Maddox	825Y	1.5
172	N. Mooney Blvd Median	2046 N Sunset Dr I (in median N/side across fr sunset-main & Mooney)	825Y	2
173	Village Park Estates	2047 N Burke I - Burke at Buena Vista - 15' s.of Buena Vista	765	1.5
174	Eagle Meadows	2049 W Sunnyview Ave	375XLB	1
175	Oval Triangles	208 N.E. 1st Ave. TR PAR (E/S of Triangle)	825Y	1
176	Downtown Malls	209 N. Church	825Y	1
177	Eagle Glenn #1	2100 Blk E Walnut (NE Corner of Pinkham)	825y	1
178	Walnut Roadside	2100 Blk E. Walnut Ave	825y	1
179	Mooney Blvd Median	2100 Blk S. Mooney Blvd (Clock #8)- fr 2nd approach S/ of Walnut	765	1
180	Park Place	2100 E. Caldwell Ave. I	LF825Y	1.5
181	Caldwell Median E&W	2100 E. Caldwell		
182	Quail River	2100 S Simon	375XLB	2
183	Oaks	2101 W Riggin Ave I	825Y	2
184	Woodland Park #1	2101 W. Prospect	Not Listed	Not Listed
185	The Oaks #6	2108 N. Terrace St.	825Y	2
186	Valley Oaks	2108 S. Shirk St. I (20' east of meter)	825Y	2
187	City Parking Lots	211 N Bridge St. I	LF825Y	1
188	City Parking Lots	211 S. Stevenson St. I (20' S of Alley W/S street in planter Parking Lot #4	975XL	1.5
189	City Parking Lots	211 W. Murray Ave. (150' East of Encina on	825Y	0.75

190	Park Place	2110 E Caldwell AVE. I	825Y	2
191	Windemere	2111 E. Kaweah Ct. I - s/e corner of Kaweah Crt. and Pinkham	825Y	1
192	Akers Median, N. of 198	2111 N. Akers	825Y	1
193	Streets	2118 N Dinuba Blvd I	825Y	1
194	Riverbend #1&2	2118 N Dinuba Blvd I	825Y	1
195	City Parking Lots	212 S SANTA FE AVE I	825Y	1
196	Brookside #3	2120 SOUTH ATWOOD STREET I	825Y	1.5
197	Aspen Village	2122 N. Ben Maddox - 10' e. of curb face at	765	1.25
198	Eagle Creek	2126 N. Roeben St. I (50' S of Whitley)	825YAR	2
199	Foxwood #5	2128 N Mae Carden Ct	825YA	2
200	Visalia Rawhide	213 N Dudley I RECREATION PARK	825YD	3
201	Fieldstone Oaks	2140 N. University	825Y	2
202	The Oaks #4	2145 N. Zachary St. I	825Y	1.5
203	SW Corner Ferguson & Divisadero	2149 N Divisadero	375XL	1
204	Oval Triangles	215 NW FIRST AVE	825Y	1
205	Ben Maddox S. of 198	216 S. Ben Maddox Way I	LF825Y	1.5
206	City Parking Lots	216 W Center. Parking Lot #2, N/S of Center 60' East of Encina in planter	975XL	0.75
207	City Parking Lots	219 N. Tipton St (in planter)	975XL	1
208	Chamber of Commerce	220 N. Santa Fe	975XL	2
209	Chamber of Commerce	220 N. Santa Fe	950XL	0.75
210	Chamber of Commerce	220 N. Santa Fe St. I	825Y	1
211	Chamber of Commerce	220 N. Santa Fe	350ADA	4
212	Police Substation NW	220 NW 3rd AVE I	375XL	2
213	Downtown Malls	220 W. Main St. (Encina St. N/E corner)	975XL2	1
214	Giddings Heights #2	2200 N. Giddings Ave. I	825Y	2
215	Giddings Heights #3	2200 N. Giddings Ave., 400 s. of Ferguson St.	825Y	2
216	Shannon Ranch #3-5	2200 W Shannon Parkway I	825YA	2
217	Luisi Acres #3&4	2201 N Central	375XL	1
218	Medians and Unimproved	2201 N Plaza Dr. I	975XL2	2
219	Woodland Park #4	2201 WEST FERGUSON AVE. I	825Y	2
220	Ashley Grove #13	2203 N Crowe St. I	825YA	2
221	Lexington Estates (Fieldstone)	2213 SOUTH ROBEN STR	825Y	2
222	W. Acequia Parking	222 W. Acequia	DC	0.75
223	W. Acequia Parking	222 W. Acequia	825Y	1.5
224	W. Acequia Parking	222 W. Acequia I	774DCDA	6
225	Fire Station #52	2224 W. Monte Vista	825YD	2.5
226	Fire Station #52	2224 W. Monte Vista	825Y	2
227	Fire Station #52	2224 W. Monte Vista	375ASTR	2.5
228	Island Oaks #1 - #5	2225 N. Burke St. - 15' w/of west curb face south of St Johns parkway	825Y	2
229	Cherry Meadow Park	2230 E Cherry Ave I	825Y	1.5
230	Cherry Meadow Park	2230 E Cherry Ave I	825Y	0.75

231	Seven Oaks	2230 E. Cherry,	825Y	1.5
232	Seven Oaks	2230 E. Cherry,	825Y	
233	Serenata #1	2233 NORTH LINWOOD	825Y	1.5
234	Foxwood #3	2235 N. Cottonwood St. I	825Y	2
235	Briarwood Pond	2245 S. Beech Dr. I (N of 2301 S Beech)	975XL	1
236	Linwood Median	2245 S. Linwood St A	825Y	1
237	City Parking Lots	225 N. Garden St. I (at the meter)	825Y	1
238	Downtown Malls	225 W Main St I	825Y	1
239	Lions Park	2250 N Denton St. I	825YA	2
240	Lovers Ln Median, N/198	2251 S. Lovers Lane	825Y	1
241	Foxwood Park	2253 N Roeben	825YA	2
242	Island Oaks #1 - #5	2279 N. CLARK ST. I	825Y	2
243	Oak west #5	228 N Shirk St. I	825Y	2
244	Police Substation NW	230 NW 3rd	975XL	2
245	Police Substation NW	230 NW 3rd (Boy Scout Bldg.)	950XL	0.75
246	Police Substation NW	230 NW 3rd (Boy Scout Bldg.)	350ADA	6
247	Santa Fe Roadside/Trail	2300 Blk S. Santa Fe (W/S of Road)	765	1
248	St. John's River Park	2300 E St. John's Pkwy I	375XL	1
249	Mill Creek Parkway	2300 E. Blk Mill Creek Parkway	825Y	1
250	Luisi Acres	2307 N Giddings	825Y	2
251	Giddings Heights #2	2307 N Giddings St. I, Giddings & Ferguson	825Y	2
252	Downtown Malls	231 E MAIN STREET	825Y	1
253	Santa Fe Roadside/Trail	2311 S. Santa Fe	975XL2	2
254	Santa Fe Roadside/Trail	2311 S. Santa Fe St. I	975XL2	2
255	Santa Fe Roadside/Trail	2311 S. Santa Fe St. I	975XL2	1
256	Santa Fe Roadside/Trail	2311 S. Santa Fe	825Y	0.75
257	Ashley Grove #13	2315 N Mooney Blvd. I	825YA	2
258	Woodland Park #1	2325 W. Houston Ave. I	825Y	2
259	Salierno Estates	233 E Camerson Ave I	825Y	2
260	St. John's Parkway	2333 W St Johns Pky I - West end of South side wall - 2333 E St Johns, 500' W of	825Y	1.5
261	St. John's Parkway	2340 E. St. John's Parkway in median	825Y	1.5
262	St. John's Median	2340 E. St. John's Parkway in median 400' W	375	1.5
263	St. John's River Park	2340 E. St. John's Pkwy	825Y	1
264	Foxwood #1& #2	2350 North Tommy St. (Cal Water Meter located North side of Ferguson Ave. East &	825Y	2
265	Foxwood	2350 North Tommy St. (NW corner of Tommy	825Y	2
266	Island Oaks #3	2509 E St Johns Pky I	825Y	2
267	Beech Ave Median	2400 SOUTH WEST STREET	825Y	0.75
268	St. Charles Place	2401 E. Houston Ave.	825Y	1
269	Riverbend	2404 N. Dinuba Blvd	825Y	1
270	Ashley Grove #12	2402 W. Riggin Ave. I	825YA	2
271	Riverbend	2403 N. Dinuba Blvd - 200' N of Ferguson	825Y	1
272	Lisendra Heights	2405 SOUTH AKERS STREET I	825Y	1

273	Country Meadows #1	2407 East Walnut	825Y	2
274	Modoc Ditch Bikepath	2419 N. Encina	825Y	1.25
275	Whitendale Park #1-2	2425 S. Johnson St. (Cal Water Meter located on Beech e/w of Johnson St.	825Y	2
276	Packwood Riparian	2427 W Cameron Ave. I	825Y	1.25
277	Modoc Ditch Trail	2447 N Turner Ct I	975XL	2
278	Packwood Ponding Basin	2449 W Cameron Ave I	975XL	2
279	St. John's River Park	2451 N. Gowdy St. I	825Y	2
280	St. John's River Park	2451 N. Gowdy St. I-2	825Y	2
281	Plaza Irrigation	247 N Plaza Dr. I	975XL2	1.5
282	Summers Park	247 W. Ferguson Ave	860	2
283	Summers Park	247 W. Ferguson Ave. A	825Y	2
284	Summers Park	247 W. Ferguson Ave	825Y	2
285	Linwood Median	2512 S. Linwood A (Clock #5)	825Y	1
286	Green Pine	2519 E St Johnss Pkwy 150' E OF GODDARD	825Y	1.25
287	Shannon Ranch II Pocket Park	2523 W. Sedona Ave. I (x/s Zachary)	825YA	2
288	Sterling Oaks	2525 N. County Center	825Y	2
289	The Oaks #1-2	2530 WEST HOUSTON AVE	825Y	1
290	Roeben Ranch	2531 S. Roeben St.	825Y	2
291	Riverbend Park	2534 N. Court St. I	825Y	1.5
292	Riverbend Park	2534 N. Court St. I	825Y	0.75
293	Seven Oaks	2541 S. Pinkham, 158' S of Cherry	825Y	1.5
294	Mooney Blvd Median	2600 S.Mooney Blvd (Clock #9)	765	1
295	St. John's Parkway	2604A E. St. John's Parkway	765	1
296	Sienna	2611 North Akers St. I	825Y	2
297	Reimer	2612 S Oakhurst	375XLB	1
298	St. John's River Park	2627 N. Bradley St- 400 yds W/ of Be (Maddox on St. Johns Levee E/S pump station	825y	1
299	Island Oaks #4 & #5	2627 N. St. John's Parkway - w/s 200' n. of	825Y	2
300	St. John's Median	2627 N. St. John's Parkway in median, n. of	825Y	1
301	St. John's Parkway	2627 St. John's Parkway	LF860	1.5
302	Sterling Oaks	2630 W Riggin Ave. I	825Y	2
303	Linwood/Ferguson	2634 N. Linwood St. I	825Y	1.5
304	Sterling Oaks	2639 N County Center	825y	2
305	Houk Park	2640 Royal Oaks Dr	LF825Y	1
306	Houk Park	2640 Royal Oaks Dr	LF825Y	2
307	Tuscany/Vineyard	2643 N. Akers Rd.	825Y	2
308	Fairview Community Center	2645 N Conyer (front of meter, between	975XL2	1
309	Fairview Community Center	2645 N Conyer St I	975XL2	1
310	Akers Median S. of 198	2649 S. Akers St. I (300' N. of Whitendale	825Y	1
311	Valley Palms	2651 N Kayenta St	825YA	2
312	Shannon Ranch #1-4	2651 W. Pratt (20' N of meter)	825Y	2
313	Caldwell Median E&W	268 E. Caldwell - median	825Y	1
314	Santa Fe Roadside/Trail	2811 S. Santa Fe (W/S of Road)	825y	1

315	Brookside #1	2700 SOUTH KENT STREET	825Y	2
316	Sienna	2701 N. Akers St. I (on Akers 100' south of	975XL2	1
317	Seven Oaks	2702 E. Cherry	825Y	1
318	Sterling Oaks	2702 N. Demaree	825YA	2
319	Sunrise Park	2705 S. Pinkham	825Y	2
320	Pheasant Ridge	2710 N. Roeben St. I	975XL	2
321	Ashley Grove #12	2715 N Mooney	825Y	2
322	Ashley Grove #12	2715 N. Mooney		
323	Riverbend #2	2720 North Dinuba Blvd. I	825Y	2
324	Pheasant Ridge Unit 7 Phase 2-3	2725 N Denton St I	375XL	1
325	Country Club Estates #1	2731 W. Buena Vista Ave. - s/e corner of	825Y	2
326	Rosemont #2	2745 W Ferguson Ave. I (SE Corner County Center & Ferguson)	825Y	2
327	Ashley Grove #10-13	2747 N Duke Ct I	825Y	2
328	Lisendra Heights	2799 SOUTH AKERS STR.	825Y	1.25
329	Ashley Grove #12	2801 N. Mooney	825Y	2
330	Laurel wood Estates	2801 SOUTH GIDDINGS STREET	375XL	1.25
331	Modoc Riparian	2803 N Divisadero St. I (between Robin and	975XL	0.75
332	St. John's Parkway	2805 E. St. John's Parkway in median, west of	825Y	1.25
333	Lisendra Heights	2807 SOUTH AKERS ST. I	825Y	1.25
334	Denton N of Oriole	2810 N Denton St I	825Y	2
335	The Oaks #5	2810 W. Sunny view Ave. I	825Y	2
336	Sterling Oaks	2818 W Riggin	825Y	2
337	Ashley Grove #12	2818 W. Lark	825Y	2
338	Island Oaks #4 & #5	2820 NORTH SAINT JOHNS PKWY I	825Y	1.5
339	Riverbend Village	2821 N Bridge St I	375XLB	1
340	Tumble Rose	2824 N Linwood St. I	375XL	2
341	Country Club Phase 3	2834 W Cecil Ave I	375XL	1
342	Valley Oaks #4	2839 E. Sweet St.	825Y	1
343	Valley Oaks #4	2839 E. Sweet St.	LF825Y	1
344	Country Meadows #4	2840 EAST CHERRY AVE	825Y	2
345	Valley Oaks	2843 EAST MAGNOLIA COURT	825Y	1.25
346	Shannon Ranch	2843 WEST PRATT AVE	825Y	2
347	Crestwood Park	2850 S County Center St. I	825Y	2
348	Shannon Ranch #1-4	2856 WEST SHANNON PKY	825Y	2
349	Packwood Estates	2900 S. Court St. I	825Y	1
350	Animal Control Facility	29016 Highway 99	375A	3
351	City Parking Lots	29016 Highway 99 - 4' South of SPCA South side fence, 25' E. of W. fence / VO SPCA	975XL2	2
352	South Entry Sign	29016 Highway 99 I	975XL2	2
353	Rancho Santa Fe Unit 3 Phase #2	2906 S Santa Fe	375XLB	1.5
354	Maddox and Caldwell #6	2911 S Sheridan I	LF860	2.5
355	Golden Oaks	2915 E Pershing Ct. On Lovers Lane N of	825YA	1
356	Shannon Ranch	2920 W Jerome Ave I	825Y	0.75

357	Shannon Ranch	2920 W Jerome Ave I	825Y	2
358	Shannon Ranch #1-4	2920 W. Jerome Ave.	825Y	0.75
359	Linwood Median	2926 S. Linwood I	825Y	1
360	Sterling Oaks	2930 N County Center St. I	825YA	2
361	Mooney Blvd Median	2950 S. Mooney Blvd (Clock #10)	765	1
362	Visalia Rawhide	300 N Giddings	350ADA	6
363	Visalia Rawhide	300 N Giddings (Bypass on V18375)	950XL	0.75
364	Downtown Malls	300 N. Church St	825Y	1
365	Visalia Rawhide	300 N. Giddings (feed by 2" meter)	375A	4
366	Whitendale Median	300 W Whitendale Ave I - In Median on Whitendale at Watson st.	825Y	1
367	Caldwell West Estates #2	300 WEST CAMERON AVE	825Y	2
368	Mill Creek Garden Park	3001 E Mill Creek Pky I	825Y	2
369	Mill Creek Garden Park	3001 E Mill Creek Pky I	825Y	2
370	Mill Creek Garden Park	3003 E Millcreek Pky	LF825Y	1.5
371	Mill Creek Garden Park	3003 E. Mill Creek (N/E Cr. Of park in planter)	LF825Y	1.5
372	Mill Creek Garden Park	3003 E. Mill Creek (N/E Cr. Of park in planter)	LF825Y	1.5
373	Shannon Ranch #1-4	3006 W. Shannon Parkway I	825Y	2
374	Millcreek Trail	302 N Burke	375XL	1
375	VECC Trail	302 N Burke St I	375XL	1
376	Convention Center	303 E Acequia	975XL2	0.75
377	Convention Center	303 E Acequia	475DA	8
378	E Parking Structure	303 E. Acequia	825YD	4
379	E Parking Structure	303 E. Acequia	825Y	2
380	City Hall West	303 S. Johnson at Mineral King front of fire	825Y	2
381	John Combs Park	3031 S. Crenshaw St. 1	825Y	1
382	Shannon Ranch	3041 N. Leila	825Y	2
383	South Point Estates #2	3045 S. Pinkham Street I	975XL	2
384	Houston Ave Roadside	3051 E Houston Ave I	825Y	1.5
385	City Parking Lots	307 N Santa Fe Ave. I	825Y	1
386	Village Park	309 Pearl Ave	825Y	1
387	Village Park	309 Pearl St. (8' N/ of curb face at Village	825Y	2
388	Senior Center	310 N. Locust St.	860	2
389	Downtown Malls	310 N. Sante Fe St. I (on north property line)	825Y	1.5
390	Ben Maddox S. of 198	3100 BLK SOUTH BEN MADDOX WAY I	825Y	1
391	Mill Creek Parkway	3100 blk. Mill Creek Parkway - 50' w. of	765	2
392	Sequoia Glenn\Maddox @ Caldwell (These distri	3300 BLK. SOUTH BEN MADDOX WAY I	375XL	1
393	Burke Park	3100 S. Burke St. I	LF825YA	0.75
394	Burke Park	3100 S. Burke St. I	825Y	2
395	Fieldstone Oaks	3100 W. Houston	825Y	2
396	Blain Park	3101 S. Court (across from Parkview St)	975XL2	2
397	Blain Park	3101 S. Court (in planter across from	375A	4
398	Park Place	3101 S. Lovers Lane I (WS Lovers 50' N of	825Y	2
399	Ashley Grove 3-6	3101 S Lovers Ln	825YA	2

400	Ashley Grove 3-6	3102 W Oakridge Ave I County Center & Oakridge (NW Corner)	825Y	2
401	Akers Median S. of 198	3107 S Akers St. I	825Y	1
402	Medians and Unimproved	3107 S Akers	825Y	1
403	Fieldstone Oaks	3108 W. Elowin (Covey's Park)	825Y	1
404	Shannon Ranch #8	3112 W Riggin	825Y	2
405	Noble & Min King Rdse.	3118 W. Whitney (in front of sta 26 -	825YR	1
406	Downtown Malls	312 N. Court St. I (NE Corner of intersection)	LF825Y	1
407	Linwood Median	3129 S. Linwood St.	825Y	1
408	Downtown Malls	313 WEST MAIN STREET I	825Y	1
409	Park Summit #1 & #2	318 E. Caldwell, 200' east of Garden St., n/s	825Y	1.5
410	Shannon Ranch #1-4	3200 N. Leila St. I	825Y	2
411	Mooney Blvd Median	3200 S. Mooney Blvd (Clock #11)	765	1
412	Shannon Ranch #7-10	3201 N County Center	825Y	2
413	Ashley Grove 3	3207 W. Modoc Ave. I(Park - S side of Modoc between Vickie & Leila)	825Y	2
414	Straford Pond	3209 W. Rialto Ave	825y	0.75
415	Mill Creek Riparian	321 N. Lovers Ln (N/S Millcreek)	825Y	1.5
416	Shannon Ranch #1-4	3212 W. Shannon Parkway I	825Y	2
417	N. Mooney Blvd Median	3213 N. Mooney Blvd. I	825YA	2
418	West wind #2	3215 SOUTH PARKWOOD CT.	825Y	1.5
419	Fieldstone Oaks	3218 W. Sweet Ave (Gabriel's park)	825Y	1
420	Caldwell Median E&W	322 W CALDWELL AVE	825Y	1.25
421	Fieldstone Oaks	3228 W. Clinton (Spencer's park)	825Y	1
422	Ponding Basins	3232 S Pinkham St. I	975XL2	1.5
423	Shannon Ranch #1-4	3236 NORTH COUNTY CENTER	825Y	2
424	McAuliff Ranch #1-2	325 S. McAuliff (On Mineral King)	975XL	2
425	Creekside #1 & #2	329 N. McAuliff Ave. (Cal water meter located west side of McAuliff St., n/s of Oak Ave.	825Y	2
426	Ben Maddox S. of 198	3300 BLK S. Ben Maddox Way (located 200' S/ of Sunnyside on Ben Maddox E/side of	825y	1
427	Mooney Blvd Median	3300 S. Mooney Blvd	825Y	1.5
428	Shannon Ranch #1-4	3300 W. Shannon Parkway	825Y	Febco
429	Park Place	3301 S. Lovers Lane	LF825Y	1.5
430	Sierra Point Villas	331 S. Wind Ct	975XL	1.25
431	Roadsides	3310 W FERGUSON AVE I	825Y	2
432	Shannon Ranch #8	3317 W Pratt	825y	2
433	Shannon Ranch #1-4	3317 W Pratt Ave I	825Y	2
434	Rancho Santa Fe	3323 S. Burke (W/S of Burke between Chestnut & La Sallee - N of Caldwell)	825YA	2
435	South Point Estates	3326 S. Pinkham St. (Cal Water meter located at west side of Pinkham St, north of	825Y	2
436	Shannon Ranch #1-4	3330 W. Shannon Parkway I	825Y	2
437	Kirkwood Estates #1 & #2	3334 E Birch I - 200' w. of Simon on N/S	825Y	1.5

438	Orchard Walk	3351 N. Garden St.	375XLB	1.5
439	Shannon Ranch #1-4	3390 N. Leila St. I	825Y	2
440	Westwind #1	3400 S. Crenshaw	825Y	2
441	Shannon Ranch #1-4	3400 W. Shannon Parkway	825Y	Febco
442	Oak crest #2	3401 S Chinowth St I, west side, next to brick	825Y	1
443	Park Place	3401 S. Villa	825Y	2
444	Packwood Riparian	3418 E. Howard Ct. (10' N/W of fence on	825Y	2
445	Shannon Ranch #1-4	3440 N. Demaree St. I	825Y	2
446	Anthony Community Center	345 N. Jacob	975XL	2
447	Shannon Ranch #7-10	3455 N County Center	825Y	2
448	Oak crest #1	3455 SOUTH CHINOWTH ST. I	825Y	2
449	Golden West Village	3500 blk., E. Houston Ave.	825Y	1
450	Mill Creek Riparian	3500 E Mill Creek Pky	825Y	1
451	Mill Creek Parkway	3500 E. Millcreek Parkway in median	825Y	1
452	Caldwell Median E&W	3501 W. Caldwell Ave. I	LF825Y	1.5
453	Luisi Ranch	3506 W Perez Ave. I	825Y	1
454	Kirkwood Estates #1 & #2	3510 E Mill Creek Dr I - n/s Millcreek Park, s.	825Y	1
455	Maddox @ Caldwell #4 North side of Caldwell (b	3518 S. Stover St.	1	1.5
456	East Roosevelt Estates	3550 E. Houston Ave. - Simon Ct. s/s of	1	0.5
457	Linwood Ranch #1	3606 SOUTH LINWOOD ST. I	825Y	2
458	Riverway Sports Park	3611 N. Dinuba	950XL	0.75
459	Riverway Sports Park	3611 N. Dinuba	350ADA	4
460	Riverway Sports Park	3611 N. Dinuba	975XL	2
461	Riverway Sports Park	3611 N. Dinuba	950XL	0.75
462	Riverway Sports Park	3611 N. Dinuba	350ADA	8
463	Riverway Sports Park	3611 N. Dinuba	375A	4
464	Riverway Sports Park	3611 N. Dinuba	350ADA	4
465	Riverway Sports Park	3611 N. Dinuba	350AD	0.75
466	Riverway Sports Park	3611 N. Dinuba	350ADA	8
467	Riverway Sports Park	3611 N. Dinuba	975XL	2
468	Linwood Ranch #3	3617 South Chinowth St. I	825Y	2
469	Ashley Grove	3624 W. Ferguson Ave. I	825Y	2
470	Ashley Grove 5-6	3624 W. Modoc	825Y	2
471	Shannon Ranch #7-10	3633 N. County Center	825Y	2
472	Diamond Creek	3636 East Paradise Ave.	825Y	2
473	Appx 20' E of Meter	3640 W Vine Ave I	825YA	2
474	Silver Oaks #1	3640 W. Buena Vista	825Y	2
475	Golden West Bike Path	3641 E PERSHING AVE	825Y	1.5
476	Ashley Grove	3641 W. Ferguson Ave. I	825YA	2
477	Luisi Ranch	3643 W. Elowin Ave. I	825YA	2
478	Sousa Majestic Oaks	3701 E. Laura (SE Corner of Laura & McAuliff)	825YA	2
479	Virmargo Bike Path	3701 EAST MILL CREEK PKY	825Y	2
480	Wood Ranch #3	3704 E Cypress Ave I	375XLB	1
481	Wood Ranch #3	3720 E Campus Ct I	375XLB	1

482	Monteceito	3730 EAST FEEMSTER AVE	825Y	1.5
483	River Run Ranch #1	3740 E. St. John's Parkway I	975XL	2
484	Sierra Point	3748 E. Mineral King Ave. - n/w corner of	825Y	1.5
485	Lois Rios/Casa Blanca	3801 E. Tulare Ave. - 200' east of McAuliff s/s	825Y	1.5
486	Cameron Creek Ranch #1	3801 S. Court St. I	LF825Y	1.5
487	Medians and Unimproved	3801 S. Court		
488	Goshen Median W. of Mooney	3801 W. Goshen Ave & Tilden Ave	825Y	0.75
489	Shannon Ranch Pocket Park	3804 N. Mendonca St. I	825Y	0.75
490	Shannon Ranch Pocket Park	3804 N. Mendonca St. I	825Y	2
491	Shannon Ranch #1-4	3805 N Demaree St. I	825y	2
492	Linwood Ranch #4	3809 S Chinowth St. I	825Y	2
493	Riverway Sports Park	3810 W. Riverway	825Y	2
494	Medians and Unimproved	3816 W Riggin (N/S 3800 blk Riggin) in	825y	1
495	Oakwood #3	3820 W HOUSTON AVE	825Y	2
496	Oakglen Estates	3830 E Douglas Ave I	975XL	1.5
497	Cameron Creek Ranch #1	3840 S VINTAGE STREET	825Y	2
498	Cameron Creek Ranch #1	3840 S. Vintage St. (Cal water meter located north side of Cameron Ave, east side of Vintage St. n/s of Loyola, n/s of Russel Ave.	825Y	2
499	Sousa Majestic Oaks	3843 E. Walnut Ave. I (SW Corner of Walnut &	825YA	2
500	Creekside #1 & #2	3901 E. Murray Ave. I	825Y	2
501	Silver Oaks #1	3901 W Ferguson Ave I	825Y	1.5
502	Willow Creek Ponding Basin	3903 E. Murray Ave. I (150' E of McAuliff on S.Side of Murray	LF825Y	1.5
503	Shannon Ranch #1-4	3906 N. Demaree St. I	825Y	2
504	Downtown Malls	3911 S. Demaree I (S of SE entrance by sonic, N of Packwood) in median	825Y	1
505	Gunn Ranch	3916 W. Visalia Pky I	825Y	2
506	Linwood Ranch #2	3920 South Linwood	860	2
507	Sousa Majestic Oaks	3931 E Seeger Ave. I	825Y	1
508	Sousa Majestic Oaks	3931 E Seeger Ave. I	825YA	2
509	Shannon Ranch #1-4	3931 N County Center (250' South of Pratt)	825Y	2
510	Avalon - DO NOT CHARGE	3944 W Riggin (corner of Riggin & Kayenta)	825y	1
511	City Parking Lots	4' South of SPCA South side fence, 25' E. of	860	2
512	Ponding Basins	4000 WEST MINERAL KING AVE	825Y	1.25
513	Quail Creek	4001 S COUNTY CENTER I	825Y	1.25
514	Cameron Creek Ranch #1	4001 S. Vintage St. I (SW cnr Cameron &	825Y	2
515	Packwood/County Center	4013 S County Center Dr I	375A	4
516	Packwood/County Center	4013 S County Center Dr I	975XL2	1
517	Noble & Min King Rdse.	4027 W. Noble Ave. I (100' north of meter)	825Y	1.25
518	City Parking Lots	404 E. Center	975XL2	2
519	City Parking Lots	404 E. Center	975XL2	1
520	Silver Oaks #1	4041 W. Ferguson	825Y	2
521	City Parking Lots	409 E. Murray Ave. I	825Y	1

522	Santa Fe Roadside/Trail	409 N Santa Fe	975XL2	1
523	Police Substation #2	4100 S. County Center (Approx. 150' e of w pl on Cameron	350ADA	6
524	Police Substation #2	4100 S. County Center (Approx. 150' e on	950XL	0.75
525	Police Substation #2	4100 SOUTH COUNTY CENTER	975XL	2
526	Police Substation #2	4100 SOUTH COUNTY CENTER	975	2
527	South Cameron Creek	4101 S Encina St I	825YA	2
528	West Park #2	4101 S Kent (SW Crn of Kent & Nellis)	825Y	2
529	West Park #3	4103 S. Linwood (60' S of Nellis on Linwood	825Y	2
530	Lois Rios/Casa Blanca	4105 E. Tulare Ave. I - 30' east of Sol St. s/s	825Y	1.5
531	Lois Rois/Casa Blanca	4106 E. Tulare Ave. - n/e corner of Tulare and	825Y	1.5
532	Willow Creek	4120 EAST CENTER AVE I	825Y	2
533	Noble & Min King Rdse.	4123 W. Mineral King	_F009M2Q	1
534	West Park #3	4131 S. Chinowth St. I	825Y	2
535	River Run Ranch #2	4141 E. St. John's Parkway I	975XL	2
536	South Cameron Creek	4170 S. Court (200' N of Visalia Parkway on	825Y	2
537	Lois Rios/Casa Blanca	4195 E. Tulare Ave. - s/w corner of Tulare and	825Y	1.5
538	Lois Rios/Casa Blanca	4196 E. Tulare Ave. I - n/w corner of Tulare and Arroyo St.	825Y	1.5
539	VECC	420 N Burke	975XL2	2
540	VECC	420 N Burke	375ADA	6
541	VECC	420 N Burke	975XL2	0.75
542	VECC	420 N Burke	375XLB	2
543	Packwood Riparian	4200 S County Center Dr. I	825Y	2
544	West Park #3	4200 S Linwood St. I (between Nellis & Elkhorn on E side of Road)	825Y	2
545	Packwood Riparian	4200 S. County Center Dr.	825y	2
546	Downtown Malls	423 W MAIN STREET	825Y	1
547	Noble & Min King Rdse.	4240 W. Mineral King Ave. I	825Y	2
548	Noble & Min King Rdse.	4240 W. Mineral King	765	1
549	Noble & Min King Rdse.	4240 W. Mineral King	975xl	1
550	River Run Ranch	4245 E. St. John's Parkway I	975XL	1.5
551	Transit Center	425 E. Oak Ave. I	825Y	1
552	Willow Creek	4291 EAST BENNETT CIR I	825Y	2
553	The Ranch	4302 W. Houston Ave. I (12' north of meter)	825Y	2
554	Corp Yard	432 N Ben Maddox	825Y	2
555	Eagle Glenn #1	4320 E. Walnut	825Y	2
556	PW Admin Complex	440 N Ben Maddox (Irrigation for 442, 444, 446 & 448 N Ben Maddox	F0074M3Q	0.75
557	PW Admin Complex	440 N Ben Maddox (Irrigation for 442, 444, 446 & 448 N Ben Maddox	774DCDA	6
558	Visalia Rawhide	440 N. Giddings	350DA	6
559	Visalia Rawhide	440 N. Giddings	350DA	6
560	Visalia Rawhide	440 N. Giddings	975XL2	1.25

561	Visalia Rawhide	440 NORTH GIDDINGS ST	950XLD	0.75
562	Fire Station #54	440 W. Ferguson	825Y	2.5
563	Fire Station #54	440 W. Ferguson	825YD	2.5
564	Fire Station #54	440 W. Ferguson	825Y	1.25
565	Riverbend	440 W. Robin Ave. - s/e corner of Dinuba Blvd. & Robin Ave.	975XL2	1.5
566	Goshen Median W. of Mooney	4405 W. Goshen Ave. I	375XL2	0.75
567	Goshen Median W. of Mooney	4405 W. Goshen Ave	825y	0.75
568	West Park #3	4418 W. Visalia Pkwy I	825Y	2
569	Linwood Ranch 1-4 / Hunter's Crossing #1-2	4545 West Redding St.	825Y	2
570	Covington Park	4629 W. Whitendale,500' w. of Linwood on	825Y	2
571	Linwood Ranch 1-4 / Hunter's Crossing #1-2	4645 West Caldwell Ave. I (Cal Water meter located on south side of Caldwell west of	825Y	2
572	Webb Estates Pond	4721 W. Manor Ct. I (In ponding basin next to	825Y	1
573	West Park #3	4728 W Visalia Pkway	825Y	2
574	Ponding Basins	4732 WEST MINERAL KING AVE	825Y	1
575	Serenata #1	4735 West Ferguson Ave. I (Cal water meter located on the south side of Ferguson west	825Y	2
576	Westgate Estates	4739 W. Tulare Ave. - s/s corner of Tulare and Crenshaw	825Y	1.25
577	West wind #1	4810 W. Caldwell	825Y	2
578	Brookside #2	4834 West Ashland Ave (Cal water Meter located on Crenshaw n/s of Ashland and n/w corner of Linwood and Cherry Ave.	825Y	1.25
579	Goshen Median W. of Mooney	4901 W. of Goshen Ave. I (300' E/ of Atwood,	825Y	0.75
580	Summerfield	4940 W Riggin Ave. I	825Y	2
581	Houston Triangle	500 E Houston Ave. I, by roundabout	975XL2	1.5
582	Covington Park	5000 Blk. of W. Whitendale	825Y	2
583	Divisidero Median	501 SOUTH DIVISADERO STREET	975XL	0.75
584	Fire Station #53	5025 W Walnut Ave. I	LF009M2QT	2
585	Fire Station #53	5025 W Walnut	975XL2	0.75
586	Fire Station #53	5025 W Walnut	375ADA	6
587	Fire Station #53	5025 W Walnut - FIRE STATION 53	975XL2	2
588	Whitendale Park #1-2	509 West Evergreen Ave	825Y	2
589	Cypress Ranch	5100 Blk. W. Tulare - 20' w/of Parkwood, s/side of Tulare	825Y	1.25
590	Robinwood Estates	5100 W Hurley - Hurley & Atwood - 30'	765	1
591	Noble & Min King Rdse.	5101 W. Noble	825Y	1
592	Whitendale Park	516 W Beech St I	825Y	1
593	Whitendale Park	516 W Beech St I - N/W Cor. West & Beech (East parking lot)	880V	3
594	Cypress Ranch	5200 Blk. W. Westgate - 30' s/of south	825Y	1.25
595	Willow Glen Park	5200 W. Hurley Ave. I	825YD	4
596	West Park #3	5202 W Visalia Pkway	825Y	2

597	Sequoia Heights	523 N. Virmargo I - Virmargo & Goshen, s/w	825Y	1
598	Summerfield	5239 W Modoc Ave. I	825Y	2
599	Transit Center	525 N. Cain St	350DA	6
600	Transit Center	525 N. Cain St	950XL	0.75
601	Transit Center	525 N. Cain St. I (37' W of driveway on	825Y	2
602	Transit Center	525 N. Cain St	375	3
603	Willow Glen Park	526 N. Akers St. I	LF825Y	0.75
604	Willow Glen Park	526 N. Akers Rd	825Y	0.75
605	Marseille	5301 WEST BUENA VISTA & AKERS	825Y	1.5
606	Akers Median S. of 198	5304 WEST TULARE AVE	825Y	2
607	Country Akers #1	5321 W PERSHING AVE	825Y	1
608	Coopman Acres	5400 W. Hurley Ave. - 10' s/of curb face	825Y	1.25
609	Hillsdale Median	5400 W. Hillsdale I (in median, west of	825Y	0.75
610	Fairview Village #5	541 WEST RIGGIN AVE I	825Y	2
611	Marseille #2	5501 West Ferguson Ave. I	825Y	2
612	Lisendra Heights	5700 blk. of Whitendale - southside, east of	825Y	1.25
613	Lisendra Heights	5700 blk. W. Whitendale - north side, east of Cottonwood	825Y	1.25
614	Country Akers #2	5700 W Goshen Ave (On Peppertree St. Goshen & Peppertree, s/w corner)	975XL	2
615	Hidden Acres	5704 W. Caldwell Ave. I	825Y	1.25
616	Gold Creek #1 & #2	5801 WEST WALNUT AVE I	825Y	1.5
617	Sunset Park	5810 W. Lisendra Dr I	825Y	1.5
618	Tiffany Ranch	5848 W. Hillsdale Ave. I	825Y	2
619	Sunset Park	5940 W. Lisendra Dr (inside pump cage N/W end of Park two devices at address)	825Y	2
620	Sunset Park	5940 W. Lisendra Dr (inside pump cage N/W end of Park two devises at address)	825Y	2
621	Sequoia Heights Bike Path	596 N Virmargo St I s/e Virmargo & Goshen	825Y	2
622	Mooney Blvd Median	600 S. Mooney Blvd (Clock #1)	825y	1
623	Noble & Min King Rdse.	601 E. Mineral King (East of Tipton St)	825Y	2
624	Pheasant Ridge	6014 W. Oriole Ave. I	825YA	2
625	Gold Creek #1 & #2	6038 W. Mary Ct. - n/e corner of Mary Ct.	825Y	1
626	Copper Creek	6040 W. Tempe Ave. - n/e corner of Tempe	825Y	2
627	Lisendra Heights	6041 W. Evergreen Ave. I - 40' s. of Evergreen, e. side of Roeben	825Y	1.25
628	Copper Creek #3 & #4	6042 W. Dartmouth - n/e corner of Dartmouth and Roeben Rd.	825Y	1.25
629	Copper Creek #3 & #4	6042 W. Dartmouth - n/e corner of Dartmouth and Roeben Rd.	825Y	1.25
630	Copper Creek #1 & #2	6043 W Paradise I - 1 PARADISE & ROEBAN	825Y	2
631	South Cameron Creek	610 W. Visalia Pkwy (Approx 380' W of S.West Street & 21' N of S curb face)	825Y	2
632	Divisidero Median	611 S. Divisadero (60' S/ of Kaweah)	765	0.75

633	Goshen Ave Bikepath	6200 W. Goshen Ave. I & Mae Carden (S/S of	825Y	0.75
634	Jefferson Park	621 S Encina St. I	LF825Y	2
635	Jefferson Park	621 S Encina St	825Y	2
636	Jefferson Park	621 S. Encina St. (10' W/ of curb face, N/W Encina & Cypress)	825Y	1
637	Akers Median S. of 198	624 S. Akers St. I (80' N/ of Cypress on Akers)	925Y	2
638	Oak west #6	6240 W. Hurley Ave. I	825Y	2
639	Ruiz Park	627 E. Buena Vista Ave. I	825Y	1.25
640	Ruiz Park	627 E. Buena Vista Ave. I (Buena Vista &	975XL2	0.75
641	Sebastian Acres	630 W. Walnut	825Y	1.5
642	Pheasant Ridge	6303 W. Ferguson Ave. I	825YA	2
643	South Cameron Creek	631 W Cameron (500' E of Oakview)	825YA	2
644	Ponding Basins	6340 W Sweet Ct I	375XLB	1
645	Whitendale park	640 WEST BEECH AVE	825Y	1.5
646	Savannah Heights	6400 W. Walnut Ave. -n/w corner of Walnut and Savannah St.	825Y	1.5
647	Park west #7	649 W. Monte Verde Ave., e. side of Johnson St., 40' s. of Whitendale	825Y	2
648	Oak Meadow Estates #1 #3	6501 W. Walnut south side of Walnut Ave. east of Savannah St.	825Y	2
649	Lions Park	6508 W Ferguson Ave. I	975XL	0.75
650	Lions Park	6508 W Ferguson Ave. I	975XL	2
651	Lions Park	6510 W Ferguson Ave I	975XL	2
652	Lovers Ln Median, N/198	652 N LOVERS LANE	825Y	1
653	Goshen Median W. of Mooney	6603 WEST GOSHEN AVE I	825Y	1
654	Oak west #5	6618 W Hurley Ave. I	825Y	2
655	Oak west #5	6637 W. Logan Ave. I	825Y	2
656	Pheasant Ridge Unit 7 Phase 1	6749 W Oriole Ave I	375XL	1.5
657	Fire Station #55	6921 W. Ferguson	950XL	0.75
658	Fire Station #55	6921 W. Ferguson	825Y	2
659	Fire Station #55	6921 W. Ferguson	350ADA	6
660	Fire Station #55	6921 WEST FERGUSON AVE	975XL	2
661	Oakwest #7	6950 W. Hillsdale	375	3
662	City Parking Lots	697 W CENTER AVE I	975XL2	2
663	Plaza Park	700 S Plaza St 1 SW Ballfield Plaza	825Y	2
664	Soroptimist Park	701 E. Douglas Ave (N/S Building, Sorp park)	825Y	1
665	Noble & Min King Rdse.	701 E. Mineral King (in planter)	825y	0.75
666	Downtown Malls	701 E. Race Ave. I (12' south of the meter)	825Y	1
667	Goshen Ave Bikepath	701 N. Mooney & Goshen (S/E corner of bus impound fence AND GOSHEN)	825Y	0.75
668	Divisidero Median	707 S. Divisadero (between Myrtle & College)	765	0.75
669	Civic Center Grounds	707 W. Acequia	825Y	1.5
670	Rancho Santa Fe Unit 3 Phase #1	708 E Monte Vista Ave I	375XL	1.5
671	Fairview Village	719 W Lark Ave. I	825Y	0.75

672	Fairview Village	711 W Dove Ct	825Y	0.75
673	Highland Median	719 N. Highland (W/S of median)	825Y	1
674	Robinwood Estates	720 N Akers @ Nicholas I	375XL	1
675	Miki City Park	732 W. Mineral King	375XL	1
676	Packwood Trail	726 S Belmont St I	375XLB	1
677	Caldwell Ranch #1-3	730 West Cameron Ave (Cal Water Meter located Cameron Ave, between Court Street	825Y	2
678	Miki City Park	732 W Mineral King Ave	375XL	1
679	Goshen Ave Bikepath	7337 W GOSHEN AVE	825Y	0.75
680	Lovers Ln Median S/198	736 S. Lovers Ln I (E of RN Market N/ Driveway center Parkway MEDIAN)	825Y	1
681	Mooney Blvd Median	750 S. Mooney (Clock #2)	825y	1
682	Seven Oaks Park	800 SOUTH EDISON STREET	825Y	0.75
683	Seven Oaks Park	800 SOUTH EDISON STREET	825Y	1.5
684	Seven Oaks Park	800 SOUTH EDISON STREET	825Y	1
685	Fire City Corp Hangar	801 Hangar Way/ 9530 W Airport	375ASTDA	8
686	Fire City Corp Hangar	801 Hangar Way/ 9530 W Airport	975XL2	1.5
687	Fairview Village	801 W RIGGIN	LF825YA	1.5
688	Medians and Unimproved	801 W. Riggin	LF825Y	1.5
689	Medians and Unimproved	801 W. Riggin Ave. I (2)	LF825Y	1.5
690	Oval Park	808 N Court St I - Oval Park- Court, north side	860	3
691	Oval Building	808 N. Court St (40' N/ of curb face)	975XL2	1.25
692	Oval Building	808 N. Court St (40' N/ of curb face)	825y	1
693	Cameron Creek Ranch #4-5	809 WEST CALDWELL AVE	825Y	2
694	Caldwell Median E&W	811 W. Caldwell Ave I	975XL	1
695	Mill Creek Riparian	816 WEST MINERAL KING AVE	825Y	2
696	City Parking Lots	819 WEST MAIN STREET	825Y	0.75
697	Doe Ponding Basin	8231 W. Doe Ave (N/W Corner Doe Ponding	825y	1
698	Goshen Median W. of Mooney	8253 Ave 304	825Y	0.75
699	Fairview Park	831 W Wren Dr I	825Y	1.5
700	Catalina	845 W Ferguson	375XL	1
701	Modoc Ditch	848 W. Ferguson Ave. I	975XL2	1
702	Roadsides	8737 W. Riggin Ave. I (S. Side of Riggin 300' E	975XL	1
703	Goshen Median W. of Mooney	8929 W.Goshen Ave. I	975XL	1
704	Plaza Park	8945 W. Airport Dr. I	825YA	2
705	Plaza Park	8945 W. Airport Dr. I	825YA	2
706	Plaza Irrigation	8995 S Plaza Dr	975XL2	1
707	Stonebrook	900 BLK W Caldwell	825Y	2
708	Packwood Riparian	900 Blk W. Caldwell Ave (150' W. of Packwood Crk N/side)	825Y	1
709	South Cameron Creek	908 W. Visalia Pkwy (100' w of fire hydrant)	825Y	2
710	Mooney Blvd Median	910 S. Mooney Blvd (Clock #3)	825y	1
711	Walnut Breeze #1 (Kensington Manor)	911 EAST ARLEN AVE	825Y	2
712	McAuliff Ranch #1-2	920 SOUTH McAULIFF STREET	825Y	2

713	Fox glen #1	933 SOUTH CAIN STREET	825Y	1.25
714	Wood Ranch Unit 1 Pocket Park	945 S Belmont	375XL	1.5
715	Packwood Riparian	947 S. Rio Vista St. (100' N/W of Meadow Ave)	825Y	1.5
716	Charter Oak #3 & #4	950 St. John's Parkway	975XL	1.5
717	Airport Facilities	9500 Airport Dr. A (Building Patio)	975XL2	1.5
718	Airport Facilities	9500 W. Airport Dr. B	825y	1
719	Airport Facilities	9501 Airport Dr. I	975XL2	1
720	Airport Facilities	9500 W Airport Dr	975XL2	1.5
721	Airport Facilities	9501 W Airport Dr	975XL2	2
722	City Corp Hangar	9530 W Airport Dr	975XL2	1.5
723	Airport Facilities	9530 W Airport Dr	975XL2	0.75
724	Airport Facilities	9501 W Airport Drive	LF825Y	1.5
725	Airport Facilities	9506 W Airport Dr	975XL2	1
726	Airport Facilities	9505 W Airport Drive	975XL2	1
727	Airport Facilities	9509 W Airport Dr I	975XL2	1
728	Airport Facilities	9508 W Airport Dr I		1
729	Airport Facilities	9508 W Airport Drive	975XL2	1
730	Four Creeks Estates	951 E. Buena Vista	825Y	1.5
731	Airport Facilities	9511 W Airport Dr	375XL	1
732	Goshen Median W. of Mooney	9600 WEST GOSHEN AVE. I	375XL	0.75
733	Medians and Unimproved	9601 W Riggin Ave I	975XL	1
734	Robinwood Estates	Akers at Nicholas / 720 N Akers	375XL	1
735	Plaza Park	At Concession on BF 2 & 3	825Y	1
736	Noble & Min King Rdse.	1000 Mineral King Ave. I Conyer & Mineral King (200' West of Conyer)	825Y	1
737	Parcel Map 90-24	Divisadero & James	Backflow	off
738	Noble & Min King Rdse.	Dollner & Mineral King/ 1503 W. Mineral King	975XL2	1
739	Eagle Glenn #1	1802 S McAuliff, n/s of Hillcrest Ave.	825Y	2
740	Oval Park	for drinking fountain	LF825Y	1
741	Four Creek #2	1200 N. Lovers Ln. I - Lovers Lane and Cecil	LF825Y	2
742	Golden Oak Estates	Lovers Lane and Houston - Roosevelt, e/s of Lovers Lane 2915 E Pershing	825Y	1
743	Visalia Rawhide	Middle of S/S planter	825y	0.75
744	Linwood Median	N/W Corner of Santa Fe & Paradise	825y	0.75
745	The Oaks #5	NE Corner of Sunny view/ 2810 W Sunnyview	825Y	2
746	Shannon Ranch #1-4	North Park - 3804 N. Mendonca St.	825Y	2
747	Shannon Ranch #1-4	3448 W. Shannon Parkway I (corner of N Demaree/W Shannon Parkway)-North Tower	825Y	2
748	Oval Park	Oval Park - by office bldg./ 808 N Court		1
749	Westwood Estates	s/e corner of Akers and 5200 WEST Grove	765	1.25
750	Northeast District	S/E Corner on Lovers Ln/Houston in cat eye	825Y	2
751	Robinwood Estates #3	s/w corner of Douglas and Linwood	1	0.5
752	Rivers Edge #2	W. of Goddard, s/s of St. John's Parkway	825Y	0.5
753	Briarwood Pond	W. Seeger & Beech Dr.	825Y	0.75

754	Caldwell 1-5 (new)			
755	Lowrey West Phase 1A	3004 N Crenshaw Ave	375XLB	1
756	Kayenta Crossing	4206 W Wren Ave	375XLB	1
757	Lowrey West Phase 1A	5101 W Sedona	375XLB	1
758	Quail River	2909 E Mary Ave I	375XLB	1
759	Quail River	3231 E Walnut I	375XLB	2
760	Kayenta Crossing	3710 W Wren Ave	375XLB	1
761	Recreation Park	319 N Jacob St	LF825Y	1.5
762	Anthony Center	345 N Jacob St	350DA	6
763	Anthony Center	345 N Jacob St	950XLD	0.75
764	Anthony Center	345 N Jacob St	975XL	2
765	City Parking Lots	120 W Acequia Ave.	975XL2	1
766	Goshen Ocean Basin	10945 W. Goshen Ave.	375XLB	1
767	Candelas	1230 S. Manzanita St.	375XLB	2
768	Vista Del Sol	2313 E. Mesa Ave.	LF825Y	2
769	Vista Del Sol	2707 S. Green St.	LF825Y	2
770	St. John's River Park	3744 N. Summer Ct.	375XL	1
771	Hillsdale Southland	6041 W. Hillsdale Ave.	375XLB	1.5
772	Hillsdale Southland	6325 W. Hillsdale Ave.	375XLB	1
773	Medians and Unimproved	1217 S. Santa Fe St.	375XL	1
774	Fire Station #56	1315 S. Lovers Ln.	975XL2	2
775	Fire Station #56	1315 S. Lovers Ln.	375ADA	8
776	Fire Station #56	1315 S. Lovers Ln.	975XL2	0.75
777	Fire Station #56	1315 S Lovers Ln	375XL	1.5
778	City Parking Lots	130 N. Encina St.	975XL2	1
779	Northeast District	1300 E. St. Johns Pkwy	LF825Y	1.5
780	Linwood Median	3129 S. Linwood St. I	375XL	1
781	Sterling Oaks	2650 N. Demaree St. I	825YA	2
782	Medians and Unimproved	3298 S. Mooney Blvd. I	825Y	1.5
783	Brackenwood	1606 E. Copper	825Y	1.5
784	Casablanca	1201 S. McAuliff	825Y	1
785	Santa Fe Trail	Santa Fe Trail/Beech	Not Listed	0.75

City of Visalia
Labor Compliance Manual

Visalia Purchasing Division

Adopted January 2015

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Preface

The City of Visalia (COV) has prepared this instructional manual for the purpose of compliance with California Labor code as enforced by the State of California Department of Industrial Relations Division of Labor Standards Enforcement (DLSE). The COV will enforce California Labor Code in accordance with Section 1726 and promptly report any suspected violations to the California Labor Commissioner.

Historically, the COV Municipal Code provisions (Chapter 3.37) have not required the application of prevailing wage laws for locally funded projects. This option was available to the COV as a charter city. On October 13, 2013, California Senate Bill No. 7 (SB7) was approved, adding Section 1782 to the California Labor Code. Section 1782 prohibits charter cities from receiving or using state funding or financial assistance for any construction project if they have charter provisions allowing them not to apply prevailing wage requirements to any public works contract, whether locally funded or not.

Chapter 3.37 of the COV Municipal Code has been amended effective January 1, 2015, to require compliance with State Prevailing Wage Laws on all City contracts for public works advertised for bid after December 31, 2014. Additional provisions included in this amendment will repeal or suspend the prevailing wage requirements on locally funded public works projects should the result of any legal action invalidate or stay the enforcement of Labor Code Section 1782.

This manual is provided to inform COV staff and contractors of existing California Labor Code (CLC) law. Nothing in this manual is meant to limit or change the enforcement of CLC as set forth in California law.

Introduction

The COV is required by current California Labor Law to comply with the Labor Code sections discussed in this manual. This responsibility is to be taken seriously by all City employees and contractors.

- As stated in labor code section 1777, any officer, agent, or representative of the State or of any political subdivision who willfully violates any provision of this article, and any contractor, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of section 1776 is guilty of a misdemeanor. As defined in 1777.1(e), a willful violation occurs when the individual knew or reasonably ***should have known*** their obligation but fails or deliberately refuses to comply.

- As stated in more detail in section 1777.1, any contractor or subcontractor found to be in violation of Chapter 1, Part 7 of the labor code (sections 1720-1861) with intent to defraud will be ineligible to bid on, perform work as a subcontractor on, or be awarded a public works contract for a period of up to 3 years.

- Violations of prevailing wage requirements may be classified as a misdemeanor, a felony and/or can result in significant financial penalties in addition to the requirement to pay or correct any deficiency in wages paid or apprenticeship hours worked. (See labor code sections 1775, 1777.7, 1778, 1779, 1780 and 1814.)

The Labor Commissioner maintains a list of debarred (ineligible) contractors which will be reviewed by the COV before the award of any public works contract.

Public Works Contracts

1. Types of Contracts to Which Prevailing Wage Requirements Apply

   In addition to projects with prevailing wage requirements imposed upon them by a particular funding source or federal or state law, all ***public works*** contracts entered into by the COV will be required to comply with the prevailing wage law set forth in the California Labor Code (CLC). Existing law defines "public works" to include, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for, in whole or in part, out of public funds, and street, sewer, or other improvement work done under the direction and supervision or by the authority of an officer or public body of the state, or of any political subdivision or district thereof.

   Per section 1771, prevailing wage requirements apply only to work performed under contract and are not applicable to work carried out by a public agency with its own work force. Contracts for maintenance work must comply with prevailing wage requirements.

   For a more exhaustive definition of public works contracts, please refer to Labor Code section 1720.

2. Limited Exemption

   Section 1782(d)(1) of the Labor Code excludes public works contracts for projects of $25,000 or less for construction work or projects of $15,000 or less for alteration, demolition, repair, or maintenance work from the

prevailing wage requirements. In accordance with CLC section 1725.5(d)(3), if the amount of an exempt contract is changed by an increase in scope, resulting in a public work contract amount that exceeds these exempt amounts, workers employed on the contract from the contract amendment date forward shall be paid the prevailing wage and all public work requirements under CLC shall apply to the project from that date forward.

Also excluded from the requirements of Section 1782 are COV contracts awarded or advertised for bid prior to January 1, 2015. (Labor code sections 1782(f).)

Labor Code section 1720 contains additional specific exemptions that may apply to specific types of projects.

3. Applicable Dates for Enforcement

   All public works contracts entered into on or after January 1, 2015 which do not fall under the exclusions in section 2 above, fall under the prevailing wage requirements.

Prevailing Wage Requirements

The sections of California Labor Code addressed in this manual impose three general categories of requirements, contractor registration, prevailing wage/certified payroll records, and apprenticeship.

Contractor Registration

Effective for any bid submitted on or after March 1, 2015 and any contract awarded on or after April 1, 2015, all contractors must be registered according to the requirements of Labor Code Section 1725.5 to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any public works contract for the COV. The full text of the requirements of Section 1725.5 and its enforcement (Section 1771.1) is included in the attached appendices.

Based upon the definition of a public works contract in Labor Code section 1782(d)(1), specific to charter cities, the requirement for contractor registration does not apply to contracts for projects of $25,000 or less for construction work or projects of $15,000 or less for alteration, demolition, repair, or maintenance work. For the purpose of this section, a project would include all the components of any individual contract, regardless of multiple phases and/or work locations.

As required by CLC section 1771.1(b), notice of the requirement for contractor registration shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration in accordance with section 1725.5.

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to contractor registration are discussed further in their respective sections of this manual.

Prevailing Wage / Certified Payroll Records

Labor code sections 1771 and 1777.5 require the payment of the general prevailing rate of per diem wages for all work on public works projects. Labor code section 1774 also requires the contractor to whom the contract is awarded and any subcontractor under him to pay at least the prevailing wage to all workmen employed on the contract.

As required by labor code section 1776, each contractor and subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

A certified copy of each weekly payroll must be furnished directly to the Labor Commissioner as specified in the contract. As stated in 1771.4(a)(3)(B), the records shall be in a format prescribed by the Labor Commissioner. In accordance with CLC section 1776(a), each payroll record must contain or be verified by a written declaration, under penalty of perjury that the information contained within is true, correct and complies with the requirement of sections 1771, 1811, and 1815 for any work performed by the contractor's employees on a public work project.

In addition, these payroll records and their supporting documentation must be made available for inspection or copies provided, at all reasonable hours at the principal office of the contractor, to the various authorized parties discussed in labor code section 1776, including, but not limited to, the employee, the COV and the Department of Labor Standards Enforcement (DLSE). Public requests for copies of certified payroll records must be made directly to the COV or the DLSE.

The contractor must inform the COV of the location of the payroll records discussed above and notify the COV within 5 working days of any change in their location. Payroll records and their supporting documentation requested in writing, in accordance with the restrictions of section 1776, must be provided

within 10 days. Failure to comply within a 10-day period will result in a penalty of $100 per day for each worker until the records are provided.

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to prevailing wage and certified payroll records are discussed further in their respective sections of this manual.

Apprentices

As required by CLC section 1777.5(d), contractors awarded public works contracts who employ workers in any apprenticeable craft or trade in the performance of the contract shall employ apprentices in at least the ratio of one hour of apprentice work for every five hours of journeyman work. In accordance with CLC section 1777.5, apprentices are to be paid the prevailing wage for apprentices in the trade to which they are registered.

Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months. (CLC section 1777.5(e).) Contractors should also review the potential applicable exemptions to apprenticeship requirements in Labor Code 1777.5.
Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to apprenticeship requirements are discussed further in their respective sections of this manual.

Duty of the Awarding Body (COV)

As the awarding body on public works contracts, the COV must comply with various requirements of the California Labor Code (CLC). The project manager and purchasing are responsible for the COV's compliance with labor law throughout the various stages of a public works project as shown below.

1. Bid/Quote preparation (Purchasing/Project Manager)
2. Bid conference (Purchasing)
3. Contract award (Purchasing)
4. Contract language (Project Manager)
5. Contract administration and compliance monitoring (Purchasing/Project Manager)

1. Bid Preparation (Purchasing/Project Manager)

Contract Language (Purchasing): The COV awards contracts on a competitive basis. The following statements are required by California Labor Code (CLC) to be included in all public work requests for quotes, bids or proposals:

- ❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required.

- ❑ As set forth in CLC section 1771.4 (a)(1), notice is given that this project is and public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

- ❑ As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections are included herein as attachments to this contract***.

- ❑ As set forth in CLC section 1735, a contractor must not discriminate in the employment of persons on public work contracts on any basis listed in government code sections 12940, 12926, or 12926.1.

- ❑ As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

- ❑ As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- ❑ As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

Contract inclusion and/or attachments (Project Manager): The following item is required to be included either in the body of, as attachments to, or addendums of all public work requests for bids or proposals:

- ❑ As set forth in CLC section 1773, the COV shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. In accordance with labor code section 1773.2, this information is to be included in the bid specifications and in the contract itself.

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

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

2. Bid conferences (Purchasing)

- ❑ Each prospective bidder shall be provided a copy of the COV Labor Compliance Manual.

- ❑ Purchasing shall review the Duty of the Contractor/Subcontractor section of the COV Labor Compliance Manual.

3. Contract Award (Purchasing)

Prior to Award: Before the award of any public works contract, the following items will be verified:

- ❑ Purchasing will consult the list of ineligible contractors maintained by the Labor Commissioner, according to labor code sections 1741(c) and 1771.1(e), to verify that all contractors and subcontractors listed on the winning bid are eligible to perform work on public works contracts. The list of contractors who are currently barred from participation on public works contracts may be found at: http://www.dir.ca.gov/dlse/debar.html .

- ❑ Purchasing will confirm the registration of each contractor and subcontractor in compliance with CLC section 1725.5. The confirmation can be completed at: https://efiling.dir.ca.gov/PWCR/Search.action .

After Award: Upon the actual award of a public works contract by the COV, purchasing will complete the following:

- ❑ As required by labor code section 1773.3(a)(1), within 5 days of the award of a public works contract by the COV, purchasing must provide notice of the award to the Department of Industrial Relations. A DAS form PWC-100 must be filed on the Department of Industrial Relations website (www.dir.ca.gov/pwc100ext). The registration requires the following information:
  - Name of the contractor and any subcontractor listed on the successful bid,
  - The bid and contract award dates,
  - The contract amount,
  - The estimated start and completion dates,
  - Job site location.
  - Any additional information requested by the Department Industrial Relations.

4. Contract Preparation (Purchasing/Project Manager)

Language and Inclusions: The following statements and requirements are to be included in all COV public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC).

- ❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required.

- ❑ As set forth is CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- ❑ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the COV to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: http://www.dir.ca.gov/wpnodb.html .

- ❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

- ❑ In accordance with CLC section 1773.2, the contractor is required, by the COV, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

- ❑ In accordance with labor code section 1776 and it's enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;

    - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.

    - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

- Inform the COV of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the COV within 5 working days of any change in their location.

- ❑ The COV will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).

- ❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

  - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

  - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

  - As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

  - As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

  - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

- Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

- Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the COV.

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

❑ As set forth in CLC section 1773, the COV shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

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

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

5. Contract Administration and Compliance Monitoring (Purchasing/Project Manager)

Pre-Construction Conference: Project Manager shall meet with the contractor and subcontractor(s) prior to the commencement of work on the project to review the following:

- The COV labor Compliance manual. Project Manager will provide the contractor and subcontractors with copies of the manual as needed.

- The contractor and subcontractor(s) will be given the opportunity to ask questions concerning the contract requirements.

- When a public work contract is below $25,000, and the result of a competitive quote process, the Labor Compliance Manual will be provided as an attachment to the Purchase Order (PO) when issued.

Contract Administration: The project manager will be responsible for the following:

- ❑ Project manager will confirm the contractor has posted, in accordance with CLC section 1773.2, a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

- ❑ Prior to making final payment to any subcontractor(s) for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from each subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

- ❑ The project manager will require the prime contractor to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before approving final payment on the contract.

- ❑ Any complaints received by the project manager alleging noncompliance with prevailing wage or apprenticeship requirements will be forwarded to the purchasing department in writing (email acceptable) by the end of the following business day. Complaints received will not be pursued or discussed with contractors or subcontractors on the project by COV employees.

- ❑ Any complaints received by purchasing alleging noncompliance with prevailing wage or apprenticeship requirements will be forwarded to the Department of Labor Standards Enforcement (DLSE) in writing (email acceptable) within 3 business days. Complaints received will not be pursued or discussed with contractors or subcontractors on the project by COV employees.

- ❑ The project manager will communicate on a regular basis with the prime contractor.

- ❑ When visiting the job site, the project manager shall not enter any area that appears unsafe. When entering a construction area, COV personnel are expected to exercise reasonable caution and required to wear hard hats, safety shoes and safety vests at all times.

- ❑ All authorized COV personnel visiting any COV construction site are required to be properly identified as a COV representative by wearing a visible employee ID badge or identifying themselves as such.

- ❑ Public requests for certified payroll records must be made directly to the COV or the Department of Labor Standards Enforcement. Upon the receipt of such a request, the project manager will process the request in accordance with CLC section 1776. The COV may charge reasonable fees to reimburse the costs of preparation and reproduction of public requests for certified payroll records in accordance with 1776(b)(3).

- ❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

Duty of the Contractor/Subcontractor

Contractor Registration

- ❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required.

Based upon the definition of a public works contract in Labor Code section 1782(d)(1), specific to charter cities, the requirement for contractor registration does not apply to public works contracts for projects of $25,000 or less for construction work or projects of $15,000 or less for alteration, demolition, repair, or maintenance work.

Contractor registration requires a $300 annual fee, worker's compensation coverage for employees and various certifications of compliance with labor law. Information on contractor registration may be found on the Department of Industrial Relations (DIR) website at:

http://www.dir.ca.gov/Public-Works/PublicWorks.html
https://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf

Required Postings for Prevailing Wage Projects

- ❑ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the COV to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: http://www.dir.ca.gov/wpnodb.html .

- ❑ In accordance with CLC section 1773.2, the contractor is required, by the COV, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

Subcontractor Requirements

As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on a COV public works project requiring the payment of prevailing wages:

- ❑ As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- ❑ As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

- ❑ As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

- ❑ As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- ❑ As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

- ❑ Unless exempted under CLC section 1777.5, a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). Unless an exemption applies, in no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 by a subcontractor if the prime contractor complied with the following requirements:

- ❑ The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- ❑ The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

- ❑ Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

- ❑ Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

Certified Payroll Records

- ❑ In accordance with labor code section 1776 and it's enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 and all prevailing wage projects, each project contractor and subcontractor shall;

    - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury. Sole owners and partners who work on COV public works contracts must also submit a certified payroll record listing days and hours worked and the trade classification descriptive of the work actually done. The Department of Industrial Relations (DIR) approved form (A-1-131) for this purpose, which includes the certification, may be found at:

      http://www.dir.ca.gov/dlse/publicWorksPayrollInstructions.htm

      Certified payroll records (CPR's) required by CLC 1776 may be

maintained electronically as long as the following conditions are met:

- The printouts of electronic data contain the same information as form A-1-131.
- A full copy of the CPR's submitted for each pay period is kept in the form of a non-modifiable image (including a signed certification) or in paper form.

- Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all *authorized** parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

  **Authorized parties include the employee, COV and the DIR. The public may not be given access to the records by the contractor. A request by the public shall be made through the COV or the DIR Department of Labor Standards enforcement (DLSE).*

- Inform the COV of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the COV within 5 working days of any change in their location.

The prime contractor is responsible for Labor Code violations of its subcontractor(s) in accordance with CLC section 1775 – payment of prevailing wages. As required by 1775(c) the Division of labor Standards Enforcement will notify the contractor on a public works project within 15 days of the receipt of a prevailing wage complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If a subcontractor on a public works project fails to pay a worker the general prevailing rate of per diem wages, the prime contractor of the project is not liable for any penalties under section 1775 unless the prime contractor had knowledge of that failure or unless the prime contractor fails to comply with all of the following requirements.

- ❑ As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project requiring payment of prevailing wages shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- ❑ As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with

labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

- ❑ As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

- ❑ As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- ❑ As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

If the COV has not retained sufficient money under the contract to satisfy a civil wage and penalty assessment issued by the Labor Commissioner against a subcontractor, the contractor shall withhold sufficient money due to the subcontractor in accordance with CLC section 1727. Money withheld will be transferred to the awarding body and shall not be disbursed until receipt of a final order by the Labor Commissioner that is no longer subject to judicial review.

If all contract payments have been made to the contractor and subcontractor, under CLC section 1743, the contractor and subcontractor are jointly liable for all amounts due under a final order or judgment to satisfy a civil wage penalty assessment. The Labor Commissioner must first exhaust all reasonable remedies to collect the amount due from the subcontractor before pursuing the claim against the contractor.

<u>Apprenticeship Requirements</u>

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). Unless an exemption applies, in no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000). As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

- ❑ The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815.

- ❑ The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

- ❑ Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

- ❑ Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

Other Requirements

- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the COV. This affidavit must be provided to the COV prior to the release of retention to the contractor.

- ❑ As set forth in CLC section 1735, a contractor must not discriminate in the employment of persons on public work contracts on any basis listed in government code sections 12940, 12926, or 12926.1.

- ❑ As set forth in CLC 1777.6, an employer or labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in government codes sections 12940, 12926, or 12926.1 except as provided in Labor Code section 3077 and Government Code section 12940.

Project Closeout and Recordkeeping

The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

Appendix A – Labor Code section 96.7

LABOR CODE SECTION 96.7

96.7. The Labor Commissioner, after investigation and upon determination that wages or monetary benefits are due and unpaid to any worker in the State of California, may collect such wages or benefits on behalf of the worker without assignment of such wages or benefits to the commissioner.

(a) The Labor Commissioner shall act as trustee of all such collected unpaid wages or benefits, and shall deposit such collected moneys in the Industrial Relations Unpaid Wage Fund.

(b) The Labor Commissioner shall make a diligent search to locate any worker for whom the Labor Commissioner has collected unpaid wages or benefits.

(c) All wages or benefits collected under this section shall be remitted to the worker, his lawful representative, or to any trust or custodial fund established under a plan to provide health and welfare, pension, vacation, retirement, or similar benefits from the Industrial Relations Unpaid Wage Fund.

(d) Any unpaid wages or benefits collected by the Labor Commissioner pursuant to this section shall be retained in the Industrial Relations Unpaid Wage Fund until remitted pursuant to subdivision (c), or until deposited in the General Fund.

(e) The Controller shall, at the end of each fiscal year, transfer to the General Fund the unencumbered balance, less six months of expenditures as determined by the Director of Finance, in the Industrial Relations Unpaid Wage Fund.

(f) All wages or benefits collected under this section which cannot be remitted from the Industrial Relations Unpaid Wage Fund pursuant to subdivision (c) because money has been transmitted to the General Fund shall be paid out of the General Fund from funds appropriated for that purpose.

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

Appendix B – Labor Code Section 1720-1743

LABOR CODE SECTION 1720-1743

1720. (a) As used in this chapter, "public works" means:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

(2) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "Public work" does not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.

(3) Street, sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.

(4) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

(5) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

(6) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(7) (A) Infrastructure project grants from the California Advanced Services Fund pursuant to Section 281 of the Public Utilities Code.

(B) For purposes of this paragraph, the Public Utilities Commission is not the awarding body or the body awarding the contract, as defined in Section 1722.

(b) For purposes of this section, "paid for in whole or in part out of public funds" means all of the following:

(1) The payment of money or the equivalent of money by the state or political subdivision directly to or on behalf of the public works contractor, subcontractor, or developer.

(2) Performance of construction work by the state or political subdivision in execution of the project.

(3) Transfer by the state or political subdivision of an asset of value for less than fair market price.

(4) Fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the contract, that are paid, reduced, charged at less than fair market value, waived, or forgiven by the state or political subdivision.

(5) Money loaned by the state or political subdivision that is to be repaid on a contingent basis.

(6) Credits that are applied by the state or political subdivision against repayment obligations to the state or political subdivision.

(c) Notwithstanding subdivision (b):

(1) Private residential projects built on private property are not subject to the requirements of this chapter unless the projects are built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority.

(2) If the state or a political subdivision requires a private developer to perform construction, alteration, demolition, installation, or repair work on a public work of improvement as a condition of regulatory approval of an otherwise private development

project, and the state or political subdivision contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and the state or political subdivision maintains no proprietary interest in the overall project, then only the public improvement work shall thereby become subject to this chapter.

(3) If the state or a political subdivision reimburses a private developer for costs that would normally be borne by the public, or provides directly or indirectly a public subsidy to a private development project that is de minimis in the context of the project, an otherwise private development project shall not thereby become subject to the requirements of this chapter.

(4) The construction or rehabilitation of affordable housing units for low- or moderate-income persons pursuant to paragraph (5) or (7) of subdivision (e) of Section 33334.2 of the Health and Safety Code that are paid for solely with moneys from the Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code or that are paid for by a combination of private funds and funds available pursuant to Section 33334.2 or 33334.3 of the Health and Safety Code do not constitute a project that is paid for in whole or in part out of public funds.

(5) Unless otherwise required by a public funding program, the construction or rehabilitation of privately owned residential projects is not subject to the requirements of this chapter if one or more of the following conditions are met:

(A) The project is a self-help housing project in which no fewer than 500 hours of construction work associated with the homes are to be performed by the home buyers.

(B) The project consists of rehabilitation or expansion work associated with a facility operated on a not-for-profit basis as temporary or transitional housing for homeless persons with a total project cost of less than twenty-five thousand dollars ($25,000).

(C) Assistance is provided to a household as either mortgage assistance, downpayment assistance, or for the rehabilitation of a single-family home.

(D) The project consists of new construction, expansion, or rehabilitation work associated with a facility developed by a nonprofit organization to be operated on a not-for-profit basis to provide emergency or transitional shelter and ancillary services and assistance to homeless adults and children. The nonprofit organization operating the project shall provide, at no profit, not less than 50 percent of the total project cost from nonpublic sources, excluding real property that is transferred or leased. Total project cost includes the value of donated labor, materials, architectural, and engineering services.

(E) The public participation in the project that would otherwise meet the criteria of subdivision (b) is public funding in the form of below-market interest rate loans for a project in which occupancy of at least 40 percent of the units is restricted for at least 20 years, by deed or regulatory agreement, to individuals or families earning no more than 80 percent of the area median income.

(d) Notwithstanding any provision of this section to the contrary, the following projects shall not, solely by reason of this section, be subject to the requirements of this chapter:

(1) Qualified residential rental projects, as defined by Section 142(d) of the Internal Revenue Code, financed in whole or in part through the issuance of bonds that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 (commencing with Section 8869.80) of Division 1 of Title 2 of the Government Code on or before December 31, 2003.

(2) Single-family residential projects financed in whole or in part through the issuance of qualified mortgage revenue bonds or qualified veterans' mortgage bonds, as defined by Section 143 of the Internal Revenue Code, or with mortgage credit certificates under a Qualified Mortgage Credit Certificate Program, as defined by Section 25 of the Internal Revenue Code, that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 (commencing with Section 8869.80) of Division 1 of Title 2 of the Government Code on or before December 31, 2003.

(3) Low-income housing projects that are allocated federal or state low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code, Chapter 3.6 (commencing with Section 50199.4) of Part 1 of Division 31 of the Health and Safety Code, or Section 12206, 17058, or 23610.5 of the

Revenue and Taxation Code, on or before December 31, 2003.

(e) If a statute, other than this section, or a regulation, other than a regulation adopted pursuant to this section, or an ordinance or a contract applies this chapter to a project, the exclusions set forth in subdivision (d) do not apply to that project.

(f) For purposes of this section, references to the Internal Revenue Code mean the Internal Revenue Code of 1986, as amended, and include the corresponding predecessor sections of the Internal Revenue Code of 1954, as amended.

(g) The amendments made to this section by either Chapter 938 of the Statutes of 2001 or the act adding this subdivision shall not be construed to preempt local ordinances requiring the payment of prevailing wages on housing projects.

1720.2. For the limited purposes of Article 2 (commencing with Section 1770) of this chapter, "public works" also means any construction work done under private contract when all of the following conditions exist:

(a) The construction contract is between private persons.

(b) The property subject to the construction contract is privately owned, but upon completion of the construction work, more than 50 percent of the assignable square feet of the property is leased to the state or a political subdivision for its use.

(c) Either of the following conditions exist:

(1) The lease agreement between the lessor and the state or political subdivision, as lessee, was entered into prior to the construction contract.

(2) The construction work is performed according to plans, specifications, or criteria furnished by the state or political subdivision, and the lease agreement between the lessor and the state or political subdivision, as lessee, is entered into during, or upon completion of, the construction work.

1720.3. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling of refuse from a public works site to an outside disposal location, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, the "hauling of refuse" includes, but is not limited to, hauling soil, sand, gravel, rocks, concrete, asphalt, excavation materials, and construction debris. The "hauling of refuse" shall not include the hauling of recyclable metals such as copper, steel, and aluminum that have been separated from other materials at the jobsite prior to transportation and that are to be sold at fair market value to a bona fide purchaser.

1720.4. (a) This chapter shall not apply to any of the following work:

(1) Any work performed by a volunteer. For purposes of this section, "volunteer" means an individual who performs work for civic, charitable, or humanitarian reasons for a public agency or corporation qualified under Section 501(c)(3) of the Internal Revenue Code as a tax-exempt organization, without promise, expectation, or receipt of any compensation for work performed.

(A) An individual shall be considered a volunteer only when his or her services are offered freely and without pressure and coercion, direct or implied, from an employer.

(B) An individual may receive reasonable meals, lodging, transportation, and incidental expenses or nominal nonmonetary awards without losing volunteer status if, in the entire context of the situation, those benefits and payments are not a substitute form of compensation for work performed.

(C) An individual shall not be considered a volunteer if the person is otherwise employed for compensation at any time (i) in the construction, alteration, demolition, installation, repair, or maintenance work on the same project, or (ii) by a contractor, other than a corporation qualified under Section 501(c)(3) of the Internal Revenue Code as a tax-exempt organization, that receives payment to perform construction, alteration, demolition, installation, repair, or maintenance work on the same project.

(2) Any work performed by a volunteer coordinator. For purposes of this section, "volunteer coordinator" means an individual paid by a corporation qualified under Section

501(c)(3) of the Internal Revenue Code as a tax-exempt organization, to oversee or supervise volunteers. An individual may be considered a volunteer coordinator even if the individual performs some nonsupervisory work on a project alongside the volunteers, so long as the individual's primary responsibility on the project is to oversee or supervise the volunteers rather than to perform nonsupervisory work.

(3) Any work performed by the California Conservation Corps or by Community Conservation Corps certified by the California Conservation Corps pursuant to Section 14507.5 of the Public Resources Code.

(b) This section shall apply retroactively to otherwise covered work concluded on or after January 1, 2002, to the extent permitted by law.

(c) This section shall remain in effect only until January 1, 2017, and as of that date is repealed, unless a later enacted statute, which is enacted before January 1, 2017, deletes or extends that date.

1720.6. For the limited purposes of Article 2 (commencing with Section 1770) of this chapter, "public work" also means any construction, alteration, demolition, installation, or repair work done under private contract when the following conditions exist:

(a) The work is performed in connection with the construction or maintenance of renewable energy generating capacity or energy efficiency improvements.

(b) The work is performed on the property of the state or a political subdivision of the state.

(c) Either of the following conditions exists:

(1) More than 50 percent of the energy generated is purchased or will be purchased by the state or a political subdivision of the state.

(2) The energy efficiency improvements are primarily intended to reduce energy costs that would otherwise be incurred by the state or a political subdivision of the state.

1721. "Political subdivision" includes any county, city, district, public housing authority, or public agency of the state, and assessment or improvement districts.

1722. "Awarding body" or "body awarding the contract" means department, board, authority, officer or agent awarding a contract for public work.

1722.1. For the purposes of this chapter, "contractor" and "subcontractor" include a contractor, subcontractor, licensee, officer, agent, or representative thereof, acting in that capacity, when working on public works pursuant to this article and Article 2 (commencing with Section 1770).

1723. "Worker" includes laborer, worker, or mechanic.

1724. "Locality in which public work is performed" means the county in which the public work is done in cases in which the contract is awarded by the State, and means the limits of the political subdivision on whose behalf the contract is awarded in other cases.

1725. "Alien" means any person who is not a born or fully naturalized citizen of the United States.

1725.5. A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of three hundred dollars ($300) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in

a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation Insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice

of the determination or decision referred to in paragraph (2) of this subdivision.

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

1726. (a) The body awarding the contract for public work shall take cognizance of violations of this chapter committed in the course of the execution of the contract, and shall promptly report any suspected violations to the Labor Commissioner.

(b) If the awarding body determines as a result of its own investigation that there has been a violation of this chapter and withholds contract payments, the procedures in Section 1771.6 shall be followed.

(c) A contractor may bring an action in a court of competent jurisdiction to recover from an awarding body the difference between the wages - paid to an employee and the wages that were required to be paid to an employee under this chapter, any penalties required to be paid under this chapter, and costs and attorney's fees related to this action, if either of the following is true:

(1) The awarding body previously affirmatively represented to the contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work," as defined in this chapter.

(2) The awarding body received actual written notice from the Department of Industrial Relations that the work to be covered by the bid or contract is a "public work," as defined in this chapter, and failed to disclose that information to the contractor before the bid opening or awarding of the contract.

1727. (a) Before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under this chapter. The amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

(b) If the awarding body has not retained sufficient money under the contract to satisfy a civil wage and penalty assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. These amounts shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

1728. In cases of contracts with assessment or improvement districts where full payment is made in the form of a single warrant, or other evidence of full payment, after completion and acceptance of the work, the awarding body shall accept from the contractor in cash a sum equal to, and in lieu of, any amount required to be withheld, retained, or forfeited under the provisions of this section, and said awarding body shall then release the final warrant or payment in full.

1729. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of the subcontractor's failure to comply with the terms of this chapter, and if payment has already been made to the subcontractor the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

1730. The Director of Industrial Relations shall post a list of every California code section and the language of those sections that relate to the prevailing rate of per diem wage requirements for workers employed on a public work project on the Internet Web site of the Department of Industrial Relations on or before June 1, 2013, and shall update that list each February 1 thereafter.

1734. Any court collecting any fines or penalties under the criminal provisions of this

chapter or any of the labor laws pertaining to public works shall as soon as practicable after the receipt thereof deposit same with the county treasurer of the county in which such court is situated. Amounts so deposited shall be paid at least once a month by warrant of the county auditor drawn upon requisition of the judge or clerk of said court, to the State Treasurer for deposit in the General Fund.

1735. A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

1736. During any investigation conducted under this part, the Division of Labor Standards Enforcement shall keep confidential the name of any employee who reports a violation of this chapter and any other information that may identify the employee.

1740. Notwithstanding any other provision of this chapter or any other law of this State, except limitations imposed by the Constitution, the legislative body of a political subdivision which has received or is to receive a loan or grant of funds from the Federal Government or a federal department or agency for public works of that political subdivision, may provide in its call for bids in connection with such public works that all bid specifications and contracts and other procedures in connection with bids or contracts shall be subject to modification to comply with revisions in federal minimum wage schedules without the necessity of republication or duplication of other formal statutory requirements.

1741. (a) If the Labor Commissioner or his or her designee determines after an investigation that there has been a violation of this chapter, the Labor Commissioner shall with reasonable promptness issue a civil wage and penalty assessment to the contractor or subcontractor, or both. The assessment shall be in writing, shall describe the nature of the violation and the amount of wages, penalties, and forfeitures due, and shall include the basis for the assessment. The assessment shall be served not later than 18 months after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than 18 months after acceptance of the public work, whichever occurs last. Service of the assessment shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor, subcontractor, and awarding body. The assessment shall advise the contractor and subcontractor of the procedure for obtaining review of the assessment. The Labor Commissioner shall, to the extent practicable, ascertain the identity of any bonding company issuing a bond that secures the payment of wages covered by the assessment and any surety on a bond, and shall serve a copy of the assessment by certified mail to the bonding company or surety at the same time service is made to the contractor, subcontractor, and awarding body. However, no bonding company or surety shall be relieved of its responsibilities because it failed to receive notice from the Labor Commissioner.

(b) Interest shall accrue on all due and unpaid wages at the rate described in subdivision (b) of Section 3289 of the Civil Code. The interest shall accrue from the date that the wages were due and payable, as provided in Part 7 (commencing with Section 1720) of Division 2, until the wages are paid.

(c) (1) The Labor Commissioner shall maintain a public list of the names of each contractor and subcontractor who has been found to have committed a willful violation of Section 1775 or to whom a final order, which is no longer subject to judicial review, has been issued.

(2) The list shall include the date of each assessment, the amount of wages and penalties assessed, and the amount collected.

(3) The list shall be updated at least quarterly, and the contractor's or subcontractor's name shall remain on that list until the assessment is satisfied, or for a

period of three years beginning from the date of the issuance of the assessment, whichever is later.

1741.1. (a) The period for service of assessments shall be tolled for the period of time required by the Director of Industrial Relations to determine whether a project is a public work, including a determination on administrative appeal, if applicable, pursuant to subdivisions (b) and (c) of Section 1773.5. The period for service of assessments shall also be tolled for the period of time that a contractor or subcontractor fails to provide in a timely manner certified payroll records pursuant to a request from the Labor Commissioner or a joint labor-management committee under Section 1776, or an approved labor compliance program under Section 1771.5 or 1771.7.

(b) (1) The body awarding the contract for public work shall furnish, within 10 days after receipt of a written request from the Labor Commissioner, a copy of the valid notice of completion for the public work filed in the office of the county recorder, or a document evidencing the awarding body's acceptance of the public work on a particular date, whichever occurs later, by first-class mail addressed to the office of the Labor Commissioner that is listed on the written request. If, at the time of receipt of the Labor Commissioner's written request, a valid notice of completion has not been filed by the awarding body in the office of the county recorder and there is no document evidencing the awarding body's acceptance of the public work on a particular date, the awarding body shall so notify the office of the Labor Commissioner that is listed on the written request. Thereafter, the awarding body shall furnish copies of the applicable document within 10 days after filing a valid notice of completion with the county recorder's office, or within 10 days of the awarding body's acceptance of the public work on a particular date.

(2) If the awarding body fails to timely furnish the Labor Commissioner with the documents identified in paragraph (1), the period for service of assessments under Section 1741 shall be tolled until the Labor Commissioner's actual receipt of the valid notice of completion for the public work or a document evidencing the awarding body's acceptance of the public work on a particular date.

(c) The tolling provisions in this section shall also apply to the period of time for commencing an action brought by a joint labor-management committee pursuant to Section 1771.2.

1742. (a) An affected contractor or subcontractor may obtain review of a civil wage and penalty assessment under this chapter by transmitting a written request to the office of the Labor Commissioner that appears on the assessment within 60 days after service of the assessment. If no hearing is requested within 60 days after service of the assessment, the assessment shall become final.

(b) Upon receipt of a timely request, a hearing shall be commenced within 90 days before the director, who shall appoint an impartial hearing officer possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The appointed hearing officer shall be an employee of the department, but shall not be an employee of the Division of Labor Standards Enforcement. The contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the receipt of the written request for a hearing. Any evidence obtained by the Labor Commissioner subsequent to the 20-day cutoff shall be promptly disclosed to the contractor or subcontractor. The contractor or subcontractor shall have the burden of proving that the basis for the civil wage and penalty assessment is incorrect. The assessment shall be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at the hearing. Within 45 days of the conclusion of the hearing, the director shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the director shall consist of a notice of findings, findings, and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party on file with the Labor

Commissioner. Within 15 days of the issuance of the decision, the director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time. The director shall adopt regulations setting forth procedures for hearings under this subdivision.

(c) An affected contractor or subcontractor may obtain review of the decision of the director by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the decision. If no petition for writ of mandate is filed within 45 days after service of the decision, the order shall become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.

(d) A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order.

(e) A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and shall be given the same preference allowed by law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section.

(f) An awarding body that has withheld funds in response to a civil wage and penalty assessment under this chapter shall, upon receipt of a certified copy of a final order that is no longer subject to judicial review, promptly transmit the withheld funds, up to the amount of the certified order, to the Labor Commissioner.

(g) This section shall provide the exclusive method for review of a civil wage and penalty assessment by the Labor Commissioner under this chapter or the decision of an awarding body to withhold contract payments pursuant to Section 1771.5.

1742.1. (a) After 60 days following the service of a civil wage and penalty assessment under Section 1741 or a notice of withholding under subdivision (a) of Section 1771.6, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment or notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof, that still remain unpaid. If the assessment or notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. Additionally, if the contractor or subcontractor demonstrates to the satisfaction of the director that he or she had substantial grounds for appealing the assessment or notice with respect to a portion of the unpaid wages covered by the assessment or notice, the director may exercise his or her discretion to waive payment of the liquidated damages with respect to that portion of the unpaid wages. Any liquidated damages shall be distributed to the employee along with the unpaid wages. Section 203.5 shall not apply to claims for prevailing wages under this chapter.

(b) Notwithstanding subdivision (a), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the assessment or notice, for the department to hold in escrow pending administrative and judicial review. The department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

(c) The Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of a civil wage and penalty assessment under Section 1741, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment without the need for formal proceedings. The awarding body shall, upon receipt of a request from the affected contractor or subcontractor within 30 days

following the service of a notice of withholding under subdivision (a) of Section 1771.6, afford the contractor or subcontractor the opportunity to meet with the designee of the awarding body to attempt to settle a dispute regarding the notice without the need for formal proceedings. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking administrative review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. The assessment or notice shall advise the contractor or subcontractor of the opportunity to request a settlement meeting.

(d) This section shall become operative on January 1, 2007.

1743. (a) The contractor and subcontractor shall be jointly and severally liable for all amounts due pursuant to a final order under this chapter or a judgment thereon. The Labor Commissioner shall first exhaust all reasonable remedies to collect the amount due from the subcontractor before pursuing the claim against the contractor.

(b) From the amount collected, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers.

(c) Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund.

(d) A final order under this chapter or a judgment thereon shall be binding, with respect to the amount found to be due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. The limitations period of any action on a payment bond shall be tolled pending a final order that is no longer subject to judicial review.

The California Labor law above was found at:
http://www.leginfo.ca.gov/calaw.html

LABOR CODE SECTION 1770-1784

1770. The Director of the Department of Industrial Relations shall determine the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773, and the director's determination in the matter shall be final except as provided in Section 1773.4. Nothing in this article, however, shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work. Nothing in this act shall permit any overtime work in violation of Article 3 of this chapter.

1771. Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the

requirements of Section 1725.5 or this section.

(g) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

1771.2. (a) A joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) may bring an action in any court of competent jurisdiction against an employer that fails to pay the prevailing wage to its employees, as required by this article. This action shall be commenced not later than 18 months after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than 18 months after acceptance of the public work, whichever occurs last.

(b) (1) In an action brought pursuant to this section, the court shall award restitution to an employee for unpaid wages, plus interest, under Section 3289 of the Civil Code from the date that the wages became due and payable, and liquidated damages equal to the amount of unpaid wages owed, and may impose civil penalties, only against an employer that failed to pay the prevailing wage to its employees, in accordance with Section 1775, injunctive relief, or any other appropriate form of equitable relief. The court shall follow the same standards and have the same discretion in setting the amount of penalties as are provided by subdivision (a) of Section 1775. The court shall award a prevailing joint labor-management committee its reasonable attorney's fees and costs incurred in maintaining the action, including expert witness fees.

(2) An action pursuant to this section shall not be based on the employer's misclassification of the craft of a worker in its certified payroll records.

(3) Liquidated damages shall be awarded only if the complaint alleges with specificity the wages due and unpaid to the individual workers, including how that amount was calculated, and the defendant fails to pay the wages, deposit that amount with the court to be held in escrow, or provide proof to the court of an adequate surety bond to cover the wages, within 60 days of service of the complaint. Liquidated damages shall be awarded only on the wages found to be due and unpaid. Additionally, if the defendant demonstrates to the satisfaction of the court that the defendant had substantial grounds for contesting that a portion of the allegedly unpaid wages were owed, the court may exercise its discretion to waive the payment of the liquidated damages with respect to that portion of the unpaid wages.

(4) This subdivision does not limit any other available remedies for a violation of this chapter.

1771.3. (a) The State Public Works Enforcement Fund is hereby created as a special fund in the State Treasury to be available upon appropriation of the Legislature. All registration fees collected pursuant to Section 1725.5 and any other moneys as are designated by statute or order shall be deposited in the fund for the purposes specified in subdivision (b).

(b) Moneys in the State Public Works Enforcement Fund shall be used only for the following purposes:

(1) The reasonable costs of administering the registration of contractors and subcontractors to perform public work pursuant to Section 1725.5.

(2) The costs and obligations associated with the administration and enforcement of the requirements of this chapter by the Department of Industrial Relations.

(3) The monitoring and enforcement of any requirement of this code by the Labor Commissioner on a public works project or in connection with the performance of public work as defined pursuant to this chapter.

(c) The annual contractor registration renewal fee specified in subdivision (a) of Section 1725.5, and any adjusted application or renewal fee, shall be set in amounts that are sufficient to support the annual appropriation approved by the Legislature for the State Public Works Enforcement Fund and not result in a fund balance greater than 25 percent of the appropriation. Any yearend balance in the fund greater than 25 percent of the appropriation shall be applied as a credit when determining any fee adjustments for the subsequent fiscal year. (d) To provide adequate cashflow for the purposes specified in subdivision (b), the Director of Finance,

with the concurrence of the Secretary of the Labor and Workforce Development Agency, may approve a short-term loan each fiscal year from the Labor and Workforce Development Fund to the State Public Works Enforcement Fund.

(1) The maximum amount of the annual loan allowable may be up to, but shall not exceed 50 percent of the appropriation authority of the State Public Works Enforcement Fund in the same year in which the loan was made.

(2) For the purposes of this section, a "short-term loan" is a transfer that is made subject to both of the following conditions:

(A) Any amount loaned is to be repaid in full during the same fiscal year in which the loan was made, except that repayment may be delayed until a date not more than 30 days after the date of enactment of the annual Budget Act for the subsequent fiscal year.

(B) Loans shall be repaid whenever the funds are needed to meet cash expenditure needs in the loaning fund or account.

1771.4. (a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) of this section if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) (1) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(2) The requirements of paragraph (3) of subdivision (a) shall only apply to the following projects:

(A) Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to the effective date of this section.

(B) Projects for which the initial contract is awarded on or after April 1, 2015.

(C) Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records in accordance with paragraph (3) of subdivision (a).

(D) All projects, whether new or ongoing, on or after January 1, 2016.

1771.5. (a) Notwithstanding Section 1771, an awarding body may choose not to require the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime work for any public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars ($15,000) or less when the project is for alteration, demolition, repair, or maintenance work, if the awarding body has elected to initiate and has been approved by the Director of Industrial Relations to enforce a labor compliance program pursuant to subdivision (b) for every public works project under the authority of the awarding body.

(b) For purposes of this section, a labor compliance program shall include, but not be limited to, the following requirements:

(1) All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.

(2) A prejob conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.

(3) Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

(4) The awarding body shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.

(5) The awarding body shall withhold contract payments when payroll records are delinquent or inadequate.

(6) The awarding body shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

(7) The awarding body shall comply with any other prevailing wage monitoring and enforcement activities that are required to be conducted by labor compliance programs by the Department of Industrial Relations.

(c) For purposes of this chapter, "labor compliance program" means a labor compliance program that is approved, as specified in state regulations, by the Director of Industrial Relations.

(d) For purposes of this chapter, the Director of Industrial Relations may revoke the approval of a labor compliance program in the manner specified in state regulations.

1771.6. (a) Any awarding body that enforces this chapter in accordance with Section 1726 or 1771.5 shall provide notice of the withholding of contract payments to the contractor and subcontractor, if applicable. The notice shall be in writing and shall describe the nature of the violation and the amount of wages, penalties, and forfeitures withheld. Service of the notice shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor and subcontractor, if applicable. The notice shall advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments. The awarding body shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on a bond, if their identities are known to the awarding body.

(b) The withholding of contract payments in accordance with Section 1726 or 1771.5 shall be reviewable under Section 1742 in the same manner as if the notice of the withholding was a civil penalty order of the Labor Commissioner under this chapter. If review is requested, the Labor Commissioner may intervene to represent the awarding body.

(c) Pending a final order, or the expiration of the time period for seeking review of the notice of the withholding, the awarding body shall not disburse any contract payments withheld.

(d) From the amount recovered, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers.

(e) Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund of the awarding body that has enforced this chapter pursuant to Section 1771.5.

1771.7. (a) (1) For contracts specified in subdivision (f), an awarding body that chooses to use funds derived from either the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004 for a public works project, shall initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program, as described in subdivision (b) of Section 1771.5, with respect to that public works project.

(2) If an awarding body described in paragraph (1) chooses to contract with a third party to initiate and enforce a labor compliance program for a project described in paragraph (1), that third party shall not review the payroll records of its own employees or the employees of its subcontractors, and the awarding body or an independent third party shall review these

payroll records for purposes of the labor compliance program.

(b) This section applies to public works that commence on or after April 1, 2003. For purposes of this subdivision, work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, does not constitute the commencement of a public work.

(c) (1) For purposes of this section, if any campus of the California State University chooses to use the funds described in subdivision (a), then the "awarding body" is the Chancellor of the California State University. For purposes of this subdivision, if the chancellor is required by subdivision (a) to initiate and enforce, or to contract with a third party to initiate and enforce, a labor compliance program, then in addition to the requirements described in subdivision (b) of Section 1771.5, the Chancellor of the California State University shall review the payroll records on at least a monthly basis to ensure the awarding body's compliance with the labor compliance program.

(2) For purposes of this subdivision, if an awarding body described in subdivision (a) is the University of California or any campus of that university, and that awarding body is required by subdivision (a) to initiate and enforce, or to contract with a third party to initiate and enforce, a labor compliance program, then in addition to the requirements described in subdivision (b) of Section 1771.5, the payroll records shall be reviewed on at least a monthly basis to ensure the awarding body's compliance with the labor compliance program.

(d) (1) An awarding body described in subdivision (a) shall make a written finding that the awarding body has initiated and enforced, or has contracted with a third party to initiate and enforce, the labor compliance program described in subdivision (a).

(2) (A) If an awarding body described in subdivision (a) is a school district, the governing body of that district shall transmit to the State Allocation Board, in the manner determined by that board, a copy of the finding described in paragraph (1).

(B) The State Allocation Board shall not release the funds described in subdivision (a) to an awarding body that is a school district until the State Allocation Board has received the written finding described in paragraph (1).

(C) If the State Allocation Board conducts a postaward audit procedure with respect to an award of the funds described in subdivision (a) to an awarding body that is a school district, the State Allocation Board shall verify, in the manner determined by that board, that the school district has complied with the requirements of this subdivision.

(3) If an awarding body described in subdivision (a) is a community college district, the Chancellor of the California State University, or the office of the President of the University of California or any campus of the University of California, that awarding body shall transmit, in the manner determined by the Director of Industrial Relations, a copy of the finding described in paragraph (1) to the director of that department, or the director of any successor agency that is responsible for the oversight of employee wage and employee work hours laws.

(e) Because the reasonable costs directly related to monitoring and enforcing compliance with the prevailing wage requirements are necessary oversight activities, integral to the cost of construction of the public works projects, notwithstanding Section 17070.63 of the Education Code, the grant amounts as described in Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code for the costs of a new construction or modernization project shall include the state's share of the reasonable and directly related costs of the labor compliance program used to monitor and enforce compliance with prevailing wage requirements.

(f) This section shall only apply to contracts awarded prior to January 1, 2012.

1772. Workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work.

1773. The body awarding any contract for public work, or otherwise undertaking any public work, shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the

public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. The holidays upon which those rates shall be paid need not be specified by the awarding body, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. In determining the rates, the Director of Industrial Relations shall ascertain and consider the applicable wage rates established by collective bargaining agreements and the rates that may have been predetermined for federal public works, within the locality and in the nearest labor market area. Where the rates do not constitute the rates actually prevailing in the locality, the director shall obtain and consider further data from the labor organizations and employers or employer associations concerned, including the recognized collective bargaining representatives for the particular craft, classification, or type of work involved. The rate fixed for each craft, classification, or type of work shall be not less than the prevailing rate paid in the craft, classification, or type of work. If the director determines that the rate of prevailing wage for any craft, classification, or type of worker is the rate established by a collective bargaining agreement, the director may adopt that rate by reference as provided for in the collective bargaining agreement and that determination shall be effective for the life of the agreement or until the director determines that another rate should be adopted.

1773.1. (a) Per diem wages, as the term is used in this chapter or in any other statute applicable to public works, includes employer payments for the following:

(1) Health and welfare.

(2) Pension.

(3) Vacation.

(4) Travel.

(5) Subsistence.

(6) Apprenticeship or other training programs authorized by Section 3093, to the extent that the cost of training is reasonably related to the amount of the contributions.

(7) Worker protection and assistance programs or committees established under the federal abor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), to the extent that the activities of the programs or committees are directed to the monitoring and enforcement of laws related to public works.

(8) Industry advancement and collective bargaining agreements administrative fees, provided that these payments are required under a collective bargaining agreement pertaining to the particular craft, classification, or type of work within the locality or the nearest labor market area at issue.

(9) Other purposes similar to those specified in paragraphs (1) to (8), inclusive.

(b) Employer payments include all of the following:

(1) The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.

(2) The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program communicated in writing to the workers affected.

(3) Payments to the California Apprenticeship Council pursuant to Section 1777.5.

(c) Employer payments are a credit against the obligation to pay the general prevailing rate of per diem wages. However, credit shall not be granted for benefits required to be provided by other state or federal law, or for payments made to monitor and enforce laws related to public works if those payments are not made to a program or committee established under the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a). Credits for employer payments also shall not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing. However, an increased employer payment contribution that results in a lower hourly straight time or overtime wage shall not be considered a violation of the applicable prevailing wage determination if all of the following conditions are met:

(1) The increased employer payment is made pursuant to criteria set forth in a collective bargaining agreement.

(2) The basic hourly rate and increased employer payment are no less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the director' s general prevailing wage determination.

(3) The employer payment contribution is irrevocable unless made
in error.

(d) An employer may take credit for an employer payment specified in subdivision (b), even if contributions are not made, or costs are not paid, during the same pay period for which credit is taken, if the employer regularly makes the contributions, or regularly pays the costs, for the plan, fund, or program on no less than a quarterly basis.

(e) The credit for employer payments shall be computed on an annualized basis when the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer, unless one or more of the following occur:

(1) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.

(2) The higher rate of payments is required by a project labor agreement.

(3) The payments are made to the California Apprenticeship Council pursuant to Section 1777.5.

(4) The director determines that annualization would not serve the purposes of this chapter.

(f) (1) For the purpose of determining those per diem wages for contracts, the representative of any craft, classification, or type of worker needed to execute contracts shall file with the Department of Industrial Relations fully executed copies of the collective bargaining agreements for the particular craft, classification, or type of work involved. The collective bargaining agreements shall be filed after their execution and thereafter may be taken into consideration pursuant to Section 1773 whenever they are filed 30 days prior to the call for bids. If the collective bargaining agreement has not been formalized, a typescript of the final draft may be filed temporarily, accompanied by a statement under penalty of perjury as to its effective date.

(2) When a copy of the collective bargaining agreement has previously been filed, fully executed copies of all modifications and extensions of the agreement that affect per diem wages or holidays shall be filed. (3) The failure to comply with filing requirements of this subdivision shall not be grounds for setting aside a prevailing wage determination if the information taken into consideration is correct.

1773.2. The body awarding any contract for public work, or otherwise undertaking any public work, shall specify in the call for bids for the contract, and in the bid specifications and in the contract itself, what the general rate of per diem wages is for each craft, classification, or type of worker needed to execute the contract. In lieu of specifying the rate of wages in the call for bids, and in the bid specifications and in the contract itself, the awarding body may, in the call for bids, bid specifications, and contract, include a statement that copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on request. The awarding body shall also cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site.

1773.3. (a) (1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this

section available for public review on its Internet Web site.

1773.4. Any prospective bidder or his representative, any representative of any craft, classification or type of workman involved, or the awarding body may, within 20 days after commencement of advertising of the call for bids by the awarding body, file with the Director of Industrial Relations a verified petition to review the determination of any such rate or rates upon the ground that they have not been determined in accordance with the provision of Section 1773 of this code. Within two days thereafter, a copy of such petition shall be filed with the awarding body. The petition shall set forth the facts upon which it is based. The Director of Industrial Relations or his authorized representative shall, upon notice to the petitioner, the awarding body and such other persons as he deems proper, including the recognized collective bargaining representatives for the particular crafts, classifications or types of work involved, institute an investigation or hold a hearing. Within 20 days after the filing of such petition, or within such longer period as agreed upon by the director, the awarding body, and all the interested parties, he shall make a determination and transmit the same in writing to the awarding body and to the interested parties. Such determination shall be final and shall be the determination of the awarding body. Upon receipt by it of the notice of the filing of such petition the body awarding the contract or authorizing the public work shall extend the closing date for the submission of bids or the starting of work until five days after the determination of the general prevailing rates of per diem wages pursuant to this section. Upon the filing of any such petition, notice thereof shall be set forth in the next and all subsequent publications by the awarding body of the call for bids. No other notice need be given to bidders by the awarding body by publication or otherwise. The determination of the director shall be included in the contract.

1773.5. (a) The Director of Industrial Relations may establish rules and regulations for the purpose of carrying out this chapter, including, but not limited to, the responsibilities and duties of awarding bodies under this chapter.

(b) When a request is made to the director for a determination of whether a specific project or type of work awarded or undertaken by a political subdivision is a public work, he or she shall make that determination within 60 days receipt of the last notice of support or opposition from any interested party relating to that project or type of work that was not unreasonably delayed, as determined by the director. If the director deems that the complexity of the request requires additional time to make that determination, the director may have up to an additional 60 days if he or she certifies in writing to the requestor, and any interested party, the reasons for the extension. If the requestor is not a political subdivision, the requester shall, within 15 days of the request, serve a copy of the request upon the political subdivision, in which event the political subdivision shall, within 30 days of its receipt, advise the director of its position regarding the request. For projects or types of work that are otherwise private development projects receiving public funds, as specified in subdivision (b) of Section 1720, the director shall determine whether a specific project or type of work is a public work within 120 days of receipt of the last notice of support or opposition relating to that project or type of work from any interested party that was not unreasonably delayed, as determined by the director.

(c) If an administrative appeal of the director's determination is made, it shall be made within 30 days of the date of the determination. The director shall issue a determination on the administrative appeal within 120 days after receipt of the last notice of support or opposition relating to that appeal from any interested party that was not unreasonably delayed, as determined by the director. The director may have up to an additional 60 days if he or she certifies in writing to the party requesting the appeal the reason for the extension.

(d) The director shall have quasi-legislative authority to determine coverage of projects or types of work under the prevailing wage laws of this chapter. A final determination on any administrative appeal is subject to judicial

review pursuant to Section 1085 of the Code of Civil Procedure. These determinations, and any determinations relating to the general prevailing rate of per diem wages and the general prevailing rate for holiday, shift rate, and overtime work, shall be exempt from the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

1773.6. If during any quarterly period the Director of Industrial Relations shall determine that there has been a change in any prevailing rate of per diem wages in any locality he shall make such change available to the awarding body and his determination shall be final. Such determination by the Director of Industrial Relations shall not be effective as to any contract for which the notice to bidders has been published.

1773.7. The provisions of Section 11250 of the Government Code shall not be applicable to Sections 1773, 1773.4, and 1773.6.

1773.8. An increased employer payment contribution that results in a lower taxable wage shall not be considered a violation of the applicable prevailing wage determination so long as all of the following conditions are met:

(a) The increased employer payment is made pursuant to criteria set forth in a collective bargaining agreement.

(b) The increased employer payment and hourly straight time and overtime wage combined are no less than the general prevailing rate of per diem wages.

(c) The employer payment contribution is irrevocable unless made in error.

1773.9. (a) The Director of Industrial Relations shall use the methodology set forth in subdivision (b) to determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed.

(b) The general prevailing rate of per diem wages includes all of the following:

(1) The basic hourly wage rate being paid to a majority of workers engaged in the particular craft, classification, or type of work within the locality and in the nearest labor market area, if a majority of the workers is paid at a single rate. If no single rate is being paid to a majority of the workers, then the single rate being paid to the greatest number of workers, or modal rate, is prevailing. If a modal rate cannot be determined, then the director shall establish an alternative rate, consistent with the methodology for determining the modal rate, by considering the appropriate collective bargaining agreements, federal rates, rates in the nearest labor market area, or other data such as wage survey data.

(2) Other employer payments included in per diem wages pursuant to Section 1773.1 and as included as part of the total hourly wage rate from which the basic hourly wage rate was derived. In the event the total hourly wage rate does not include any employer payments, the director shall establish a prevailing employer payment rate by the same procedure set forth in paragraph (1).

(3) The rate for holiday and overtime work shall be those rates specified in the collective bargaining agreement when the basic hourly rate is based on a collective bargaining agreement rate. In the event the basic hourly rate is not based on a collective bargaining agreement, the rate for holidays and overtime work, if any, included with the prevailing basic hourly rate of pay shall be prevailing.

(c) (1) If the director determines that the general prevailing rate of per diem wages is the rate established by a collective bargaining agreement, and that the collective bargaining agreement contains definite and predetermined changes during its term that will affect the rate adopted, the director shall incorporate those changes into the determination. Predetermined changes that are rescinded prior to their effective date shall not be enforced.

(2) When the director determines that there is a definite and predetermined change in the general prevailing rate of per diem wages as described in paragraph (1), but has not published, at the time of the effective date of the predetermined change, the allocation of the predetermined change as between the basic hourly wage and other employer payments included in per diem wages pursuant to Section 1773.1, a contractor or subcontractor may allocate payments of not less than the amount of the definite and

predetermined change to either the basic hourly wage or other employer payments included in per diem wages for up to 60 days following the director's publication of the specific allocation of the predetermined change.

(3) When the director determines that there is a definite and predetermined change in the general prevailing rate of per diem wages as described in paragraph (1), but the allocation of that predetermined change as between the basic hourly wage and other employer payments included in per diem wages pursuant to Section 1773.1 is subsequently altered by the parties to a collective bargaining agreement described in paragraph (1), a contractor or subcontractor may allocate payments of not less than the amount of the definite and predetermined change in accordance with either the originally published allocation or the allocation as altered in the collective bargaining agreement.

1773.11. (a) Notwithstanding any other provision of law and except as otherwise provided by this section, if the state or a political subdivision thereof agrees by contract with a private entity that the private entity's employees receive, in performing that contract, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, the director shall, upon a request by the state or the political subdivision, do both of the following:

(1) Determine, as otherwise provided by law, the wage rates for each craft, classification, or type of worker that are needed to execute the contract.

(2) Provide these wage rates to the state or political subdivision that requests them.

(b) This section does not apply to a contract for a public work, as defined in this chapter.

(c) The director shall determine and provide the wage rates described in this section in the order in which the requests for these wage rates were received and regardless of the calendar year in which they were received. If there are more than 20 pending requests in a calendar year, the director shall respond only to the first 20 requests in the order in which they were received. If the director determines that funding is available in any calendar year to determine and provide these wage rates in response to more than 20 requests, the director shall respond to these requests in a manner consistent with this subdivision.

1774. The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished

upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from

progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777. Any officer, agent, or representative of the State or of any political subdivision who wilfully violates any provision of this article, and any contractor, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of section 1776 is guilty of a misdemeanor.

1777.1. (a) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year or more than three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(b) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to have committed two or more separate willful violations of this chapter within a three-year period, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period up to three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(c) Whenever a contractor or subcontractor performing a public works project has failed to provide a timely response to a request by the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards, or the awarding body to produce certified payroll records pursuant to Section 1776, the Labor Commissioner shall notify the contractor or subcontractor that, in addition to any other penalties provided by law, the contractor or subcontractor will be subject to debarment under this section if the certified payroll records are not produced within 30 days after receipt of the written notice. If the commissioner finds that the contractor or subcontractor has failed to comply with Section 1776 by that deadline, unless the commissioner finds that the failure to comply was due to circumstances outside the contractor's or subcontractor's control, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year and not more than three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(d) (1) In the event a contractor or subcontractor is determined by the Labor Commissioner to have knowingly committed a serious violation of any provision of Section 1777.5, the Labor Commissioner may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or to be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(2) The Labor Commissioner shall consider, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating Section 1777.5, all of the following circumstances:

(A) Whether the violation was intentional.
(B) Whether the party has committed other violations of Section 1777.5.
(C) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.
(D) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.
(E) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs.
(e) A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or deliberately refuses to comply with its provisions.
(f) The Labor Commissioner shall publish on the commissioner's Internet Web site a list of contractors who are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project pursuant to this chapter. The list shall contain the name of the contractor, the Contractors' State License Board license number of the contractor, and the effective period of debarment of the contractor. Contractors shall be added to the list upon issuance of a debarment order and the commissioner shall also notify the Contractors' State License Board when the list is updated. At least annually, the commissioner shall notify awarding bodies of the availability of the list of debarred contractors. The commissioner shall also place advertisements in construction industry publications targeted to the contractors and subcontractors, chosen by the commissioner, that state the effective period of the debarment and the reason for debarment. The advertisements shall appear one time for each debarment of a contractor in each publication chosen by the commissioner. The debarred contractor or subcontractor shall be liable to the commissioner for the reasonable cost of the advertisements, not to exceed five thousand dollars ($5,000). The amount paid to the commissioner for the advertisements shall be credited against the contractor's or subcontractor's obligation to pay civil fines or penalties for the same willful violation of this chapter.
(g) For purposes of this section, "contractor or subcontractor" means a firm, corporation, partnership, or association and its responsible managing officer, as well as any supervisors, managers, and officers found by the Labor Commissioner to be personally and substantially responsible for the willful violation of this chapter.
(h) For the purposes of this section, the term "any interest" means an interest in the entity bidding or performing work on the public works project, whether as an owner, partner, officer, manager, employee, agent, consultant, or representative. "Any interest" includes, but is not limited to, all instances where the debarred contractor or subcontractor receives payments, whether cash or any other form of compensation, from any entity bidding or performing work on the public works project, or enters into any contracts or agreements with the entity bidding or performing work on the public works project for services performed or to be performed for contracts that have been or will be assigned or sublet, or for vehicles, tools, equipment, or supplies that have been or will be sold, rented, or leased during the period from the initiation of the debarment proceedings until the end of the term of the debarment period. "Any interest" does not include shares held in a publicly traded corporation if the shares were not received as compensation after the initiation of debarment from an entity bidding or performing work on a public works project.
(i) For the purposes of this section, the term "entity" is defined as a company, limited liability company, association, partnership, sole proprietorship, limited liability partnership, corporation, business trust, or organization.
(j) The Labor Commissioner shall adopt rules and regulations for the administration and enforcement of this section.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program,

may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1 to 5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1 to 5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

1777.6. An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code.

1777.7. (a) (1) If the Labor Commissioner or his or her designee determines after an investigation that a contractor or subcontractor knowingly violated Section 1777.5, the contractor and any subcontractor responsible for the violation shall forfeit, as a civil penalty to the state or political subdivision on whose behalf the contract is made or awarded, not more than one hundred dollars ($100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Labor Commissioner if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation within a three-year period, if the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars ($300) for each full calendar day of noncompliance.

(2) In lieu of the penalty provided for in this subdivision, the Labor Commissioner may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d) of Section 1777.5, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(b) The Labor Commissioner shall consider, in setting the amount of a monetary penalty, all of the following circumstances:

(1) Whether the violation was intentional.

(2) Whether the party has committed other violations of Section 1777.5.

(3) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.

(4) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.

(5) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs.

(c) (1) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties assessed under subdivisions (a) and (b). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(2) For purposes of this section, a determination issued pursuant to subdivision (a) or (b) includes a determination that has been approved by the Labor Commissioner and issued by an awarding body that has been authorized to assist the director in the enforcement of Section 1777.5 pursuant to subdivision (p) of that section. The Labor Commissioner may intervene in any proceeding for review of a determination issued by an awarding body. If the involvement of the Labor Commissioner in a labor compliance program enforcement action is limited to a review of the determination and the matter is resolved without litigation by or against the Labor Commissioner or the department, the awarding body shall enforce any applicable penalties, as specified in this section, and shall deposit any penalties and forfeitures collected in the General Fund.

(d) The determination of the Labor Commissioner as to the amount of the penalty imposed under subdivisions (a) and (b) shall be reviewable only for an abuse of discretion.

(e) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

(3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

(4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(f) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the division of a complaint that a subcontractor on that public works project knowingly violated Section 1777.5.

(g) The interpretation of Section 1777.5 and the substantive requirements of this section applicable to contractors or subcontractors shall be in accordance with the regulations of the California Apprenticeship Council.

(h) The Director of Industrial Relations may adopt regulations to establish guidelines for the imposition of monetary penalties.

1778. Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives, or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

1779. Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the State, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor.

1780. Any person acting on behalf of the State or any political subdivision, or any contractor or subcontractor or agent or representative thereof, doing any public work who places any order for the employment of a workman on public work where the filling of the order for employment involves the charging of a fee, or

the receiving of a valuable consideration from any applicant for employment is guilty of a misdemeanor.

1781. (a) (1) Notwithstanding any other provision of law, a contractor may, subject to paragraphs (2) and (3), bring an action in a court of competent jurisdiction to recover from the body awarding a contract for a public work or otherwise undertaking any public work any increased costs incurred by the contractor as a result of any decision by the body, the Department of Industrial Relations, or a court that classifies, after the time at which the body accepts the contractor's bid or awards the contractor a contract in circumstances where no bid is solicited, the work covered by the bid or contract as a "public work," as defined in this chapter, to which Section 1771 applies, if that body, before the bid opening or awarding of the contract, failed to identify as a "public work," as defined in this chapter, in the bid specification or in the contract documents that portion of the work that the decision classifies as a "public work."

(2) The body awarding a contract for a public work or otherwise undertaking any public work is not liable for increased costs in an action described in paragraph (1) if all of the following conditions are met:

(A) The contractor did not directly submit a bid to, or directly contract with, that body.

(B) The body stated in the contract, agreement, ordinance, or other written arrangement by which it undertook the public work that the work described in paragraph (1) was a "public work," as defined in this chapter, to which Section 1771 applies, and obligated the party with whom the body makes its written arrangement to cause the work described in paragraph (1) to be performed as a "public work."

(C) The body fulfilled all of its duties, if any, under the Civil Code or any other provision of law pertaining to the body providing and maintaining bonds to secure the payment of contractors, including the payment of wages to workers performing the work described in paragraph (1).

(3) If a contractor did not directly submit a bid to, or directly contract with a body awarding a contract for, or otherwise undertaking a public work, the liability of that body in an action commenced by the contractor under subdivision (a) is limited to that portion of a judgment, obtained by that contractor against the body that solicited the contractor's bid or awarded the contract to the contractor, that the contractor is unable to satisfy. For purposes of this paragraph, a contractor may not be deemed to be unable to satisfy any portion of a judgment unless, in addition to other collection measures, the contractor has made a good faith attempt to collect that portion of the judgment against a surety bond, guarantee, or some other form of assurance.

(b) When construction has not commenced at the time a final decision by the Department of Industrial Relations or a court classifies all or part of the work covered by the bid or contract as a "public work," as defined in this chapter, the body that solicited the bid or awarded the contract shall rebid the "public work" covered by the contract as a "public work," any bid that was submitted and any contract that was executed for this work are null and void, and the contractor may not be compensated for any nonconstruction work already performed unless the body soliciting the bid or awarding the contract has agreed to compensate the contractor for this work.

(c) For purposes of this section:

(1) "Awarding body" does not include the Department of General Services, the Department of Transportation, or the Department of Water Resources.

(2) "Increased costs" includes, but is not limited to:

(A) Labor cost increases required to be paid to workers who perform or performed work on the "public work" as a result of the events described in subdivision (a).

(B) Penalties for a violation of this article for which the contractor is liable, and which violation is the result of the events described in subdivision (a).

1782. (a) A charter city shall not receive or use state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with the provisions of this article on any public works contract.

(b) A charter city shall not receive or use state funding or financial assistance for a construction project if the city has awarded,

within the prior two years, a public works contract without requiring the contractor to comply with all of the provisions of this article. This subdivision shall not apply if the charter city's failure to include the prevailing wage or apprenticeship requirement in a particular contract was inadvertent and contrary to a city charter provision or ordinance that otherwise requires compliance with this article.

(c) A charter city is not disqualified by subdivision (a) from receiving or using state funding or financial assistance for its construction projects if the charter city has a local prevailing wage ordinance for all its public works contracts that includes requirements that in all respects are equal to or greater than the requirements imposed by the provisions of this article and that do not authorize a contractor to not comply with this article.

(d) For purposes of this section, the following shall apply:

(1) A public works contract does not include contracts for projects of twenty-five thousand dollars ($25,000) or less when the project is for construction work, or projects of fifteen thousand dollars ($15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

(2) A charter city includes any agency of a charter city and any entity controlled by a charter city whose contracts would be subject to this article.

(3) A "construction project" means a project that involves the award of a public works contract.

(4) State funding or financial assistance includes direct state funding, state loans and loan guarantees, state tax credits, and any other type of state financial support for a construction project. State funding or financial assistance does not include revenues that charter cities are entitled to receive without conditions under the California Constitution.

(e) The Director of Industrial Relations shall maintain a list of charter cities that may receive and use state funding or financial assistance for their construction projects.

(f) (1) This section does not restrict a charter city from receiving or using state funding or financial assistance that was awarded to the city prior to January 1, 2015, or from receiving or using state funding or financial assistance to complete a contract that was awarded prior to January 1, 2015.

(2) A charter city is not disqualified by subdivision (b) from receiving or using state funding or financial assistance for its construction projects based on the city's failure to require a contractor to comply with this article in performing a contract the city advertised for bid or awarded prior to January 1, 2015.

1784. (a) Notwithstanding any other law, a contractor may bring an action in a court of competent jurisdiction to recover from the hiring party that the contractor directly contracts with, any increased costs attributable solely to the provisions of this chapter, including, but not limited to, the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee under this chapter, any penalties or other sums required to be paid under this chapter, and costs and attorney's fees for the action incurred by the contractor as a result of any decision by the Department of Industrial Relations, the Labor and Workforce Development Agency, or a court that classifies, after the time at which the hiring party accepts the contractor's bid, awards the contractor a contract under circumstances when no bid is solicited, or otherwise allows construction by the contractor to proceed, the work covered by the project, or any portion thereof, as a "public work," as defined in this chapter, except to the extent that either of the following is true:

(1) The owner or developer or its agent expressly advised the contractor that the work to be covered by the contract would be a "public work," as defined in this chapter, or is otherwise subject to the payment of prevailing wages.

(2) The hiring party expressly advised the contractor that the work subject to the contract would be a "public work," as defined in this chapter, or is otherwise subject to the payment of prevailing wages.

(b) (1) To be entitled to the recovery of increased costs described in subdivision (a), the contractor shall notify the hiring party and the owner or developer within 30 days after receipt of the notice of a decision by the Department of Industrial Relations or the

Labor and Workforce Development Agency, or the initiation of any action in a court alleging, that the work covered by the project, or any portion thereof, is a "public work," as defined in this chapter.

(2) The notice provided pursuant to this subdivision shall set forth the legal name, address, and telephone number of the contractor, and the name, address, and telephone number of the contractor's representative, if any, and shall be given by registered or certified mail, express mail, or overnight delivery by an express service carrier.

(c) A contractor is not required to list any prevailing wages or apprenticeship standard violations on a prequalification questionnaire that are the direct result of the failure of the owner or developer or its agent, or a hiring party, to notify the contractor that the project, or any portion thereof, was a "public work," as defined in this chapter.

(d) This section does not apply to private residential projects built on private property unless the project is built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority.

(e) This section does not apply if the conduct of the contractor caused the project to be a "public work," as defined in this chapter, or if the contractor has actual knowledge that the work is a "public work," as defined in this chapter.

(f) A contractor may seek recovery pursuant to this section only from a hiring party with whom the contractor has a direct contract.

(g) For purposes of this section, "contractor" means a person or entity licensed by the Contractors' State Licensing Board that has a direct contract with the hiring party to provide services on private property or for the benefit of a private owner or developer.

(h) For purposes of this section, "hiring party" means the party that has a direct contract for services provided by the contractor who is seeking recovery pursuant to subdivision (a) on a private works project that was subsequently determined to be a public work by the Department of Industrial Relations or the Labor and Workforce Development Agency, or by the initiation of any action in a court alleging that the work covered by the project, or any portion thereof, was a public work.

The California Labor law above was found at:
http://www.leginfo.ca.gov/calaw.html

Appendix D – Labor Code Section 1810-1815

LABOR CODE SECTION 1810-1815

1810. Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

1811. The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

1812. Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1814. Any officer, agent, or representative of the State or any political subdivision who violates any provision of this article and any contractor or subcontractor or agent or representative thereof doing public work who neglects to comply with any provision of Section 1812 is guilty of a misdemeanor.

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

Appendix E – Labor Code Section 3070-3098

LABOR CODE SECTION 3070-3098

3070. There is in the Division of Apprenticeship Standards the California Apprenticeship Council, which shall be appointed by the Governor, composed of six representatives each from employers or employer organizations and employee organizations, that sponsor apprenticeship programs under this chapter, respectively, geographically selected, and of two representatives of the general public. The Director of Industrial Relations, or his or her permanent and best qualified designee, and the Superintendent of Public Instruction, or his or her permanent and best qualified designee, and the Chancellor of the California Community Colleges, or his or her permanent and best qualified designee, shall also be members of the California Apprenticeship Council. The chairperson shall be elected by vote of the California Apprenticeship Council. Beginning with appointments in 1985, three representatives each of employers and employees, and one public representative shall serve until January 15, 1989. In 1987, three representatives each of the employers and employees, and one public representative shall serve until January 15, 1991. Any member whose term expires on January 15, 1986, shall continue to serve until January 15, 1987. Thereafter each member shall serve for a term of four years. Any member appointed to fill a vacancy occurring prior to the expiration of the term of his or her predecessor shall be appointed for the remainder of that term. Each member of the council shall receive the sum of one hundred dollars ($100) for each day of actual attendance at meetings of the council, for each day of actual attendance at hearings by the council or a committee thereof pursuant to Section 3082, and for each day of actual attendance at meetings of other committees established by the council and approved by the Director of Industrial Relations, together with his or her actual and necessary traveling expenses incurred in connection therewith.

3071. The California Apprenticeship Council shall meet at the call of the Director of Industrial Relations and shall aid him or her in formulating policies for the effective administration of this chapter.

Thereafter, the California Apprenticeship Council shall meet quarterly at a designated date and special meetings may be held at the call of the chairman. The California Apprenticeship Council shall issue rules and regulations which establish standards for minimum wages, maximum hours, and working conditions for apprentice agreements, hereinafter in this chapter referred to as apprenticeship standards, which in no case shall be lower than those prescribed by this chapter; and shall issue rules and regulations governing equal opportunities in apprenticeship, affirmative action programs which include women and minorities in apprenticeship, and other on-the-job training, and criteria for selection procedures with a view particularly toward eliminating criteria not relevant to qualification for training employment or more stringent than is reasonably necessary.

3072. The Director of Industrial Relations is ex officio the Administrator of Apprenticeship and is authorized to appoint assistants as necessary to effectuate the purposes of this chapter.

3073. The Chief of the Division of Apprenticeship Standards, or his or her duly authorized representative, shall administer the provisions of this chapter; act as secretary of the California Apprenticeship Council; shall foster, promote, and develop the welfare of the apprentice and industry, improve the working conditions of apprentices, and advance their opportunities for profitable employment; shall ensure that selection procedures are impartially administered to all

applicants for apprenticeship; shall gather and promptly disseminate information through apprenticeship and training information centers; shall maintain on public file in all high schools and field offices of the Employment Development Department the name and location of the local area apprenticeship committees, the filing date, and minimum requirements for application of all registered apprenticeship programs; shall cooperate in the development of apprenticeship programs and may advise with them on problems affecting apprenticeship standards; shall audit all selection and disciplinary proceedings of apprentices or prospective apprentices; may enter joint agreements with the Employment Development Department outreach education and employment programs, and educational institutions on the operation of apprenticeship information centers, including positive efforts to achieve information on equal opportunity and affirmative action programs for women and minorities; and shall supervise and recommend apprenticeship agreements as to these standards and perform such other duties associated therewith as the California Apprenticeship Council may recommend. The chief shall coordinate the exchange, by the California Apprenticeship Council, the apprenticeship program sponsors, the Fair Employment and Housing Council, community organizations, and other interested persons, of information on available minorities and women who may serve as apprentices.

3073.1. (a) The division shall audit apprenticeship programs to ensure that the program audited is complying with its standards, that all on-the-job training is supervised by journeymen, that all related and supplemental instruction required by the apprenticeship standards is being provided, that all work processes in the apprenticeship standards are being covered, and that graduates have completed the apprenticeship program's requirements. The division shall examine each apprenticeship program to determine whether apprentices are graduating from the program on schedule or dropping out and to determine whether graduates of the program have obtained employment as journeymen. During the audit, the division shall attempt to contact a statistically valid sample of apprentices who have dropped out of the program prior to completion to determine the apprentices' reasons for leaving the program. Every apprenticeship program sponsor shall have a duty to cooperate with the division in conducting an audit.

(b) Audit reports shall be presented to the California Apprenticeship Council and shall be made public, except that the division shall not make public information that would infringe on the privacy of individual apprentices. The division shall recommend remedial action to correct deficiencies recognized in the audit report, and the failure to follow division recommendations or to correct deficiencies within a reasonable period of time shall be grounds for withdrawing state approval of a program. Nothing shall prevent the division from conducting more frequent or random audits of apprenticeship programs where deficiencies have been identified.

(c) The division shall give priority in conducting audits to programs that have been identified as having deficiencies. The division may conduct simplified audits for programs with fewer than five registered apprentices.

(d) For new and newly expanded building and construction trades apprenticeship programs, the division shall audit each program one year after approval of the creation or expansion of the program.

(e) If the division finds evidence that information provided to it by a building and construction trades apprenticeship program has been purposefully misstated, the division shall immediately investigate and determine whether an audit of the program is necessary. The division shall report its investigatory findings to the California Apprenticeship Council and make them available to the public, except that the division shall not make public information that would infringe upon the privacy of individual apprentices.

(f) If the division determines that a building and construction trades apprenticeship program has been the subject of two or more meritorious complaints that concern the recruitment, training, or education of apprentices within a five-year period, the division shall schedule the program for an audit within three months of the determination.

(g) If the division determines that a building and construction trades apprenticeship program that has had at least two graduating classes has an annual apprentice completion rate below 50 percent of the average completion rate for the applicable trade, the division shall schedule the program for an audit within three months of the determination.

3073.3. It is the intent of the Legislature that the Department of Industrial Relations will encourage greater participation for women and ethnic minorities in apprenticeship programs.

3073.5. The Chief of the Division of Apprenticeship Standards and the California Apprenticeship Council shall annually report through the Director of Industrial Relations to the Legislature and the public on the activities of the division and the council. The report shall contain information including, but not limited to, analyses of the following:

(a) The number of individuals, including numbers of women and minorities, registered in apprenticeship programs in this state for the current year and in each of the previous five years.

(b) The number and percentage of apprentices, including numbers and percentages of minorities and women, registered in each apprenticeship program having five or more apprentices, and the percentage of those apprentices who have completed their programs successfully in the current year and in each of the previous five years.

(c) Remedial actions taken by the division to assist those apprenticeship programs having difficulty in achieving affirmative action goals or having very low completion rates.

(d) The number of disputed issues with respect to individual apprenticeship agreements submitted to the Administrator of Apprenticeship for determination and the number of those issues resolved by the council on appeal.

(e) The number of apprenticeship program applications received by the division, the number approved, the number denied and the reason for those denials, the number being reviewed, and deficiencies, if any, with respect to those program applications being reviewed.

(f) The number of apprenticeship programs, approved by the Division of Apprenticeship Standards, that are disapproved by the California Apprenticeship Council, and the reasons for those disapprovals.

3074. The preparation of trade analyses and development of curriculum for instruction, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences, and the selection and training of teachers and coordinators for this instruction shall be the responsibility of, and shall be provided by, state and local boards responsible for vocational education upon agreement with the program sponsor. This responsibility shall not preclude the establishment of off-campus related and supplemental instruction when approved, developed, and operated in cooperation with state and local school boards responsible for vocational education, and when the instruction meets all other requirements of this chapter. It is the intent of this chapter that the instruction shall be made available to apprentices through classroom instruction, correspondence courses, self-study or other means of instruction approved by state and local public education agencies authorized to provide vocational education. Pursuant to this chapter all excess costs incurred by local public education agencies exceeding state apportionments and local revenue earned by the attendance of apprentices shall be payable by the program sponsor, upon joint agreement between the sponsor and the local education agency. The State Board of Education and the Board of Governors of the California Community Colleges, and the Division of Apprenticeship Standards shall jointly issue regulations regarding calculation and payment provisions of excess costs to be borne by the program sponsors. All funds accrued by local education agencies from attendance in apprenticeship classes authorized by this section shall be expended or allocated for all such classes offered by the local education agency before excess costs may be claimed.

The Department of Education and the Board of Governors of the California Community

Colleges may provide related and supplemental instruction to isolated apprentices as a direct instructional service, on a contractual basis with local school districts, by correspondence, or by a combination of these means. For the purpose of this section, an isolated apprentice is an apprentice registered with the Division of Apprenticeship Standards in the Department of Industrial Relations who cannot be enrolled in a class of related and supplementary instruction for apprentices because of the small number of apprentices available for an appropriate class or because there is no existing apprenticeship program within a reasonable travel distance.

Interested parties may file a complaint in accordance with Section 201 of Title 8 of the Administrative Code, when a community college or secondary education district is unable to reach agreement with program sponsors in providing related and supplemental instruction. In the process of securing an amicable adjustment, the administrator, or his or her representative, shall meet with the parties involved, including, but not limited to, the chancellor, or his or her representative, or the Superintendent of Public Instruction, or his or her representative.

Community colleges, and other public school districts, shall refuse to provide related and supplemental instruction to an apprenticeship program when it is determined by the Administrator of Apprenticeship that the program sponsor has been found to be in noncompliance with the State of California Plan for Equal Opportunity in Apprenticeship.

3074.1. In compliance with the affirmative action requirements of California's plan for equal opportunity in apprenticeship, school districts maintaining high schools, community colleges districts, and apprenticeship program sponsors, shall provide students with information as to the availability of apprenticeship programs.

3074.3. In providing related and supplemental instruction pursuant to Section 3074, and notwithstanding any provisions of the Education Code, the Superintendent of Public Instruction and the Chancellor of the California Community Colleges shall recognize registration in an apprenticeship program approved by the Division of Apprenticeship Standards in the Department of Industrial Relations as an acceptable prerequisite to enrollment into such related and supplemental classes.

3074.7. Notwithstanding any other provision of law, the governing board of a school district which offers classroom instruction in postgraduate and upgrading courses pursuant to subdivision (d) of Section 3093 of this code may impose a fee upon individuals receiving instruction in such postgraduate and upgrading courses. Such fee shall be not more than the amount necessary, as determined by the governing board, to cover the total cost of all such classroom instruction given the individuals.

3075. (a) An apprenticeship program may be administered by a joint apprenticeship committee, unilateral management or labor apprenticeship committee, or an individual employer. Programs may be approved by the chief in any trade in the state or in a city or trade area, whenever the apprentice training needs justify the establishment. Where a collective bargaining agreement exists, a program shall be jointly sponsored unless either party to the agreement waives its right to representation in writing. Joint apprenticeship committees shall be composed of an equal number of employer and employee representatives.

(b) For purposes of this section, the apprentice training needs in the building and construction trades shall be deemed to justify the approval of a new apprenticeship program only if any of the following conditions are met:

(1) There is no existing apprenticeship program approved under this chapter serving the same craft or trade and geographic area.

(2) Existing apprenticeship programs approved under this chapter that serve the same craft or trade and geographic area do not have the capacity, or neglect or refuse, to dispatch sufficient apprentices to qualified employers at a public works site who are willing to abide by the applicable apprenticeship standards.

(3) Existing apprenticeship programs approved under this chapter that serve the same trade and geographic area have been identified by the California Apprenticeship Council as deficient in meeting their obligations under this chapter.

(c) Notwithstanding subdivision (b), the California Apprenticeship Council may approve a new apprenticeship program if special circumstances, as established by regulation, justify the establishment of the program.

3075.1. It is the public policy of this state to encourage the utilization of apprenticeship as a form of on-the-job training, when such training is cost-effective in developing skills needed to perform public services. State and local public agencies shall make a diligent effort to establish apprenticeship programs for apprenticeable occupations in their respective work forces. In furtherance of this policy, public agencies shall take into consideration (a) the extent to which a continuous supply of trained personnel is readily available to public agencies to meet their skill requirements in the various occupations which are determined to be apprenticeable, and (b) the application of established programs in the private sector, where appropriate. Public sector apprenticeship programs should be fully compatible with affirmative action goals for the participation of minorities and women in apprenticeship programs.

3075.5. (a) This section applies when a building and construction trades industry program applies to the Chief of the Division of Apprenticeship Standards for approval of a new apprenticeship program or for the expansion of an existing apprenticeship program into a new occupation or geographic area. The requirements of this section are in addition to other requirements that may be imposed by statute or regulation.

(b) (1) An applicant for a new or expanded apprenticeship program under subdivision (a) shall submit to the chief a written plan that sets out the number of new apprentices the applicant seeks to enroll during the next five years in the new or expanded program, new occupation, or new geographic area. The plan must include the applicant's budget for training the new apprentices and a detailed explanation of how the applicant intends to provide sufficient funding to meet that budget.

(2) The applicant shall submit to the chief a written plan providing a reasonable timetable to obtain sufficient commitments from employers to employ the new apprentices so as to ensure, to the extent feasible, consistent with the rates of employment for existing programs in good standing in the applicable trade, that the new apprentices will be employed continuously throughout the entire term of apprenticeship.

(3) The applicant shall submit to the chief verifiable evidence that the applicant has obtained, or will obtain, suitable and adequate facilities to train the new apprentices. The chief, or his or her representative, shall personally inspect the facilities within six months after the final approval of the program.

(4) The applicant shall submit to the chief a plan for the recruitment and selection of the new apprentices. The plan shall include advertising of the new apprenticeship opportunities within the geographic area and outreach to organizations that promote apprenticeship opportunities to women and underrepresented minorities.

(c) The chief shall not approve an application that fails to meet any of the requirements of this section. If the chief does not approve an application because of its failure to comply with this section, the chief shall within 90 days provide the applicant with a detailed explanation of the deficiencies in the application and recommendations for addressing those deficiencies to obtain program approval. The applicant may submit a new or amended application to the chief within 90 days of receipt of the chief's recommendations. The chief shall provide a detailed response to a new or amended application within 90 days of its receipt.

3075.6. Each building and construction trades apprenticeship program shall provide to each apprentice, on at least a semiannual basis, a statement showing the number of hours of on-the-job training and related and supplemental instruction that the apprentice has acquired toward graduation, the total

number of hours of on-the-job training and related and supplemental instruction that are necessary for graduation, and the apprentice's expected graduation date.

3075.7. Every building and construction trades industry apprenticeship program shall submit apprentice registration, change of address, graduation, and termination data to the Division of Apprenticeship Standards on a monthly basis in an electronic format acceptable to the division.

3076. The function of a joint apprenticeship committee, when specific written authority is delegated by the parent organizations represented, shall be to establish work processes, wage rates, working conditions for apprentices, the number of apprentices which shall be employed in the trade under apprentice agreements, and aid in the adjustment of apprenticeship disputes in accordance with standards for apprenticeship set up by the California Apprenticeship Council. Disciplinary proceedings resulting from disputes shall be duly noticed to the involved individuals.

3076.3. Program sponsors shall establish selection procedures which specify minimum requirements for formal education or equivalency, physical examination, if any, subject matter of written tests and oral interviews, and any other criteria pertinent to the selection process; shall specify the relative weights of all factors which determine selection to an apprenticeship program; shall submit in writing to the chief an official statement of each selection procedure including the filing date and location of the program sponsor; shall make a copy of the selection procedures available to each applicant; shall provide in writing to each applicant not selected an official explanation setting forth the reason or reasons for the nonselection, copies of which shall be retained as a public record in the files of the program sponsor for a period of five years; and shall implement affirmative action programs for minorities and women in accordance with the rules, regulations, and guidelines of the California Apprenticeship Council.

3076.5. A program sponsor may provide in its selection procedures for an additional 10 points credit in the selection of veteran applicants for apprenticeship. "Veteran," as used in this section, means a veteran who has served in the armed forces of this country for at least 181 consecutive days since January 31, 1955, and who has been discharged or released under conditions other than dishonorable, but does not include any person who served only in auxiliary or reserve components of the armed forces whose services therein did not exempt him or her from the operation of the Selective Training and Service Act of 1940 (54 Stat. 885).

3077. The term "apprentice" as used in this chapter, means a person at least 16 years of age who has entered into a written agreement, in this chapter called an "apprentice agreement," with an employer or program sponsor. The term of apprenticeship for each apprenticeable occupation shall be approved by the chief, and in no case shall provide for less than 2,000 hours of reasonably continuous employment for such person and for his or her participation in an approved program of training through employment and through education in related and supplemental subjects.

3077.5. A program sponsor administering an apprenticeship program under this chapter shall not provide a maximum age for apprentices.

3078. Every apprentice agreement entered into under this chapter shall directly, or by reference, contain:

(a) The names of the contracting parties.

(b) The date of birth of the apprentice.

(c) A statement of the trade, craft, or business which the apprentice is to be taught, and the time at which the apprenticeship will begin and end.

(d) A statement showing the number of hours to be spent by the apprentice in work and the learning objectives to be

accomplished through related and supplemental instruction, except as otherwise provided under Section 3074. These exceptions shall be subject to the appeal procedures established in Sections 3081, 3082, 3083, and 3084. A minimum of 144 hours of related and supplemental instruction for each year of apprenticeship is recommended; however, related instruction may be expressed in terms of units or other objectives to be accomplished. In no case shall the combined weekly hours of work and required related and supplemental instruction of the apprentice exceed the maximum number of hours of work prescribed by law for a person of the age of the apprentice.

(e) A statement setting forth a schedule of the processes in the trade or industry divisions in which the apprentice is to be taught and the approximate time to be spent at each process.

(f) A statement of the graduated scale of wages to be paid the apprentice and whether the required schooltime shall be compensated.

(g) A statement providing for a period of probation of not more than 1,000 hours of employment and not more than 72 hours of related instruction, during which time the apprentice agreement may be terminated by the program sponsor at the request in writing of either party, and providing that after the probationary period the apprentice agreement may be terminated by the administrator by mutual agreement of all parties thereto, or canceled by the administrator for good and sufficient reason.

(h) A provision that all controversies or differences concerning the apprentice agreement which cannot be adjusted locally, or which are not covered by collective-bargaining agreement, shall be submitted to the administrator for determination as provided for in Section 3081.

(i) A provision that an employer who is unable to fulfill his or her obligation under the apprentice agreement may, with approval of the administrator, transfer the contract to any other employer if the apprentice consents and the other employer agrees to assume the obligation of the apprentice agreement.

(j) Such additional terms and conditions as may be prescribed or approved by the California Apprenticeship Council, not inconsistent with the provisions of this chapter.

(k) A clause providing that there shall be no liability on the part of the other contracting party for an injury sustained by an apprentice engaged in schoolwork at a time when the employment of the apprentice has been temporarily or permanently terminated.

3079. Every apprentice agreement under this chapter shall be approved by the local joint apprenticeship committee or the parties to a collective bargaining agreement or, subject to review by the council, by the administrator where there is no collective bargaining agreement or joint committee, a copy of which shall be filed with the California Apprenticeship Council. Every apprentice agreement shall be signed by the employer, or his or her agent, or by a program sponsor, as provided in Section 3080, and by the apprentice, and if the apprentice is a minor, by the minor's parent or guardian. Where a minor enters into an apprentice agreement under this chapter for a period of training extending into his or her majority, the apprentice agreement shall likewise be binding for such a period as may be covered during the apprentice's majority.

3080. (a) For the purpose of providing greater diversity of training or continuity of employment, any apprentice agreement made under this chapter may in the discretion of the California Apprenticeship Council be signed by an association of employers or an organization of employees instead of by an individual employer. In that case, the apprentice agreement shall expressly provide that the association of employers or organization of employees does not assume the obligation of an employer but agrees to use its best endeavors to procure employment and training for an apprentice with one or more employers who will accept full responsibility, as herein provided, for all the terms and conditions of employment and training set forth in the agreement between the apprentice and employer association or employee organization during the period of the apprentice's employment. The apprentice agreement shall also expressly provide for the transfer of the apprentice, subject to the

approval of the California Apprenticeship Council, to an employer or employers who shall sign a written agreement with the apprentice, and if the apprentice is a minor, with the apprentice's parent or guardian, as specified in Section 3079, contracting to employ the apprentice for the whole or a definite part of the total period of apprenticeship under the terms and conditions of employment and training set forth in the apprentice agreement.

(b) All apprenticeship programs with more than one employer or an association of employers shall include provisions sufficient to ensure meaningful representation of the interests of apprentices in the management of the program.

3081. Upon the complaint of any interested person or upon his own initiative, the administrator may investigate to determine if there has been a violation of the terms of an apprentice agreement, made under this chapter, and he may hold hearings, inquiries, and other proceedings necessary to such investigations and determinations. The parties to such agreement shall be given a fair and impartial hearing, after reasonable notice thereof. All such hearings, investigations and determinations shall be made under authority of reasonable rules and procedures prescribed by the California Apprenticeship Council.

3082. The determination of the administrator shall be filed with the California Apprenticeship Council. If no appeal therefrom is filed with the California Apprenticeship Council within 10 days from the date the parties are given notification of the determination, in accordance with Section 1013a and Section 2015.5 of the Code of Civil Procedure, the determination shall become the order of the California Apprenticeship Council. Any person aggrieved by the determination or action of the administrator may appeal therefrom to the California Apprenticeship Council, which shall review the entire record and may hold a hearing thereon after due notice to the interested parties.

3083. The decision of the California Apprenticeship Council as to the facts shall be conclusive if supported by the evidence and all orders and decisions of the California Apprenticeship Council shall be prima facie lawful and reasonable.

3084. Any party to an apprentice agreement aggrieved by an order or decision of the California Apprenticeship Council may maintain appropriate proceedings in the courts on questions of law. The decision of the California Apprenticeship Council shall be conclusive if the proceeding is not filed within 30 days after the date the aggrieved party is given notification of the decision.

3084.5. In any case in which a person or persons have willfully violated any of the laws, regulations, or orders governing applicants for apprenticeship or apprentices registered under this chapter, the Division of Apprenticeship Standards may obtain in a court of competent jurisdiction, an injunction against any further violations of any such laws, regulations, or orders by such person or persons.

3085. No person shall institute any action for the enforcement of any apprentice agreement, or damages for the breach of any apprentice agreement, made under this chapter, unless he shall first have exhausted all administrative remedies provided by this chapter.

3086. Nothing in this chapter or in any apprentice agreement approved under this chapter shall operate to invalidate any apprenticeship provision in any collective agreement between employers and employees setting up higher apprenticeship standards.

3088. If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the remainder of the chapter and the application of such provision to other persons and circumstances, shall not be affected thereby.

3089. This chapter shall be known and may be cited as the Shelley-Maloney Apprentice Labor Standards Act of 1939.

3090. The Division of Apprenticeship Standards shall investigate, approve or reject applications from establishments for apprenticeship and other on-the-job training, and for that purpose, may cooperate, or contract with, and receive reimbursements from the appropriate agencies of the Federal Government.

3091. Acceptance of an application for entrance into an apprenticeship training program shall not be predicated on the payment of any fee. Reasonable costs for expense incurred may be charged after an applicant has been accepted into the program.

3091.5. Pursuant to Section 16370 of the Government Code, there is hereby authorized in the State Treasury a Special Deposit Fund Account, which shall consist of moneys collected from the sale of instructional material to persons enrolled in any apprenticeship training program under this chapter. All of the moneys collected are hereby appropriated without regard to fiscal year for the support of the Department of Education to be used for the development and production of apprenticeship instructional material.

3092. A successful graduate of a training program in a particular apprenticeable occupation of a vocational education program meeting the standards of the California State Plan for Vocational Education may receive credit toward a term of apprenticeship if the program is jointly established and approved by a school district, a county superintendent of schools, a public entity conducting a regional occupational center or program, or a private postsecondary vocational school accredited by a regional or national accrediting agency recognized by the United States Office of Education and the program sponsor of the particular apprenticeable occupation.

3093. (a) This section applies only when voluntarily requested by the parties to a collective bargaining agreement or by an employer, his or her association, or a union, or its representative where there is no collective bargaining agreement.

(b) Nothing in this section may be construed in any way so as to compel, regulate, interfere with, or duplicate the provisions of any established training programs which are operated under the terms of any collective bargaining agreements or unilaterally by any employer or bona fide labor union.

(c) Services contemplated under this section may be provided only when voluntarily requested and shall be denied when it is found that existing prevailing conditions in the area and industry would in any way be lowered or adversely affected.

(d) The California Apprenticeship Council in cooperation with the Department of Education, the Employment Development Department, and the Board of Governors of the California Community Colleges may foster and promote on-the-job training programs other than apprenticeship as follows:
(1) programs for journeymen in the apprenticeable occupations to keep them abreast of current techniques, methods, and materials and opportunities for advancement in their industries;
(2) programs in other than apprenticeable occupations for workers entering the labor market for the first time or workers entering new occupations by reason of having been displaced from former occuptions by reason of economic, industrial, technological scientific changes, or developments;
(3) the programs shall be in accord with and agreed to by the parties to any applicable collective bargaining agreements and where appropriate will include joint employer-employee cooperation in the programs.

(e) The Division of Apprenticeship Standards when requested may foster and promote voluntary on-the-job training programs in accordance with this section, and assist employers, employees and other interested persons and agencies in the development and carrying out of the programs. The Division of Apprenticeship

Standards shall cooperate in these functions with the Department of Education, the Employment Development Department, and the Board of Governors of the California Community Colleges and other governmental agencies. The Division of Apprenticeship Standards may cooperate with the Department of Corrections and the Department of the Youth Authority in the development of training programs for inmates and releasees of correctional institutions.

(f) The programs, where appropriate, may include related and supplemental classroom instruction offered and administered by state and local boards responsible for vocational education.

(g) The activities and services of the Division of Apprenticeship Standards in training programs under this section shall be performed without curtailing or in any way interfering with the division's activities and services in apprenticeship.

(h) The Division of Apprenticeship Standards may contract with, and receive reimbursements from, appropriate federal, state, and other governmental agencies.

(i) The vocational education activities and services of the Department of Education, the Board of Governors of the California Community Colleges, and local public school districts shall not be abridged or abrogated through implementation of this section.

(j) "On-the-job training" as used in this section refers exclusively to training confined to the needs of a specific occupation and conducted at the jobsite for employed workers.

(k) "Journeyman," as used in this section, means a person who has either
(1) completed an accredited apprenticeship in his craft, or
(2) who has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the apprenticeship standards for the craft which has workers classified as journeymen in an apprenticeable occupation.

(l) Nothing in this section shall be construed to require prior approval, ratification, or reference of any training program to the Division of Apprenticeship Standards or the Department of Industrial Relations.

3095. Every person who willfully discriminates in any recruitment or apprenticeship program on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code, is guilty of a misdemeanor punishable by a fine of not more than one thousand dollars ($1,000) or by imprisonment for not more than six months, or both.

3097. The Department of Industrial Relations, Division of Apprenticeship Standards, may cooperate in the provision of, or provide, services to the Employment Development Department, and to service delivery areas, as designated pursuant to the Job Training Partnership Act (P.L. 97-300, and Division 8 commencing with Section 15000 of the Unemployment Insurance Code). The Department of Industrial Relations, Division of Apprenticeship Standards may enter into any agreements as may be necessary for this purpose. The Division of Apprenticeship Standards shall exert maximum effort to persuade sponsors of its registered, nonfederally funded, voluntary apprenticeship and on-the-job training programs to accept to the maximum possible extent the eligible persons as described in the Job Training Partnership Act (P.L. 97-300) and Division 8 (commencing with Section 15000) of the Unemployment Insurance Code.

3098. An apprentice registered in an approved apprenticeship program in any of the building and construction trades shall be employed only as an apprentice when performing any construction work for an employer that is a party, individually or through an employer association, to any apprenticeship agreement or standards covering that individual.

The California Labor law above was found at:
http://www.leginfo.ca.gov/calaw.html

Appendix F – Public Contract Code Sections 4104, 4107, 4107.5, 4108, 10164, and 20103.5

4104. Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000),whichever is greater.

(2) An inadvertent error in listing the California contractor license number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, and California contractor license number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

(c) This section shall become operative on July 1, 2014.

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in

Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor. Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution. If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

4107.5. The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening. Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made. The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

(a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or

(b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor's claim of inadvertent clerical error as provided in this section. If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor

has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority.

4108. (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.

(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section.

10164. In all state projects where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The contract shall not be awarded unless the state agency has verified that the contractor has a valid license in the appropriate classification for the work performed. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board. The department shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract as provided in Section 10181 and shall result in the forfeiture of the security of the bidder.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties

imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

Appendix G – United States Code Title 29 Labor Section 175a

Section 175a

§ 175a. Assistance to plant, area, and industrywide labor management committees
(a) Establishment and operation of plant, area, and industrywide committees
(1) The Service is authorized and directed to provide assistance in the establishment and operation of plant, area and industrywide labor management committees which—
(A) have been organized jointly by employers and labor organizations representing employees in that plant, area, or industry; and
(B) are established for the purpose of improving labor management relationships, job security, organizational effectiveness, enhancing economic development or involving workers in decisions affecting their jobs including improving communication with respect to subjects of mutual interest and concern.
(2) The Service is authorized and directed to enter into contracts and to make grants, where necessary or appropriate, to fulfill its responsibilities under this section.

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§ 186. Restrictions on financial transactions
(c) Exceptions
(5) with respect to money or other thing of value paid to a trust fund established by such representative, for the sole and exclusive benefit of the employees of such employer, and their families and dependents (or of such employees, families, and dependents jointly with the employees of other employers making similar payments, and their families and dependents): *Provided*, That (A) such payments are held in trust for the purpose of paying, either from principal or income or both, for the benefit of employees, their families and dependents, for medical or hospital care, pensions on retirement or death of employees, compensation for injuries or illness resulting from occupational activity or insurance to provide any of the foregoing, or unemployment benefits or life insurance, disability and sickness insurance, or accident insurance; (B) the detailed basis on which such payments are to be made is specified in a written agreement with the employer, and employees and employers are equally represented in the administration of such fund, together with such neutral persons as the representatives of the employers and the representatives of employees may agree upon and in the event the employer and employee groups deadlock on the administration of such fund and there are no neutral persons empowered to break such deadlock, such agreement provides that the two groups shall agree on an impartial umpire to decide such dispute, or in event of their failure to agree within a reasonable length of time, an impartial umpire to decide such dispute shall, on petition of either group, be appointed by the district court of the United States for the district where the trust fund has its principal office, and shall also contain provisions for an annual audit of the trust fund, a statement of the results of which shall be available for inspection by interested persons at the principal office of the trust fund and at such other places as may be designated in such written agreement; and (C) such payments as are intended to be used for the purpose of providing pensions or annuities for employees are made to a separate trust which provides that the funds held therein cannot be used for any purpose other than paying such pensions or annuities;

The United States Code above was found at: http://www.gpo.gov/fdsys/pkg/USCODE-2013-title29

Appendix - H Government Code Section 6700, 12926-12926.1, 12940

GOVERNMENT CODE SECTION 6700

6700. (a) The holidays in this state are:
(1) Every Sunday.
(2) January 1st.
(3) The third Monday in January, known as "Dr. Martin Luther King, Jr. Day."
(4) February 12th, known as "Lincoln Day."
(5) The third Monday in February.
(6) March 31st known as "Cesar Chavez Day."
(7) The last Monday in May.
(8) July 4th.
(9) The first Monday in September.
(10) September 9th, known as "Admission Day."
(11) The fourth Friday in September, known as "Native American Day."
(12) The second Monday in October, known as "Columbus Day."
(13) November 11th, known as "Veterans Day."
(14) December 25th.
(15) Good Friday from 12 noon until 3 p.m.
(16) (A) Every day appointed by the President or Governor for a public fast, thanksgiving, or holiday.
(B) Except for the Thursday in November appointed as Thanksgiving
Day, this paragraph and paragraphs (3) and (6) shall not apply to a city, county, or district unless made applicable by charter, or by ordinance or resolution of the governing body thereof.
(b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Chapter 12 (commencing with Section 3560) of Division 4 of Title 1, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

GOVERNMENT CODE SECTION 12926 - 12926.1

12926. As used in this part in connection with unlawful practices, unless a different meaning clearly appears from the context:
(a) "Affirmative relief" or "prospective relief" includes the authority to order reinstatement of an employee, awards of backpay, reimbursement of out-of-pocket expenses, hiring, transfers, reassignments, grants of tenure, promotions, cease and desist orders, posting of notices, training of personnel, testing, expunging of records, reporting of records, and any other similar relief that is intended to correct unlawful practices under this part.
(b) "Age" refers to the chronological age of any individual who has reached his or her 40th birthday.
(c) "Employee" does not include any individual employed by his or her parents, spouse, or child, or any individual employed under a special license in a nonprofit sheltered workshop or rehabilitation facility.
(d) "Employer" includes any person regularly employing five or more persons, or any person acting as an agent of an employer, directly or indirectly, the state or any political or civil subdivision of the state, and cities, except as follows:
"Employer" does not include a religious association or corporation not organized for private profit.

(e) "Employment agency" includes any person undertaking for compensation to procure employees or opportunities to work.

(f) "Essential functions" means the fundamental job duties of the employment position the individual with a disability holds or desires. "Essential functions" does not include the marginal functions of the position.

(1) A job function may be considered essential for any of several reasons, including, but not limited to, any one or more of the following:

(A) The function may be essential because the reason the position exists is to perform that function.

(B) The function may be essential because of the limited number of employees available among whom the performance of that job function can be distributed.

(C) The function may be highly specialized, so that the incumbent in the position is hired for his or her expertise or ability to perform the particular function.

(2) Evidence of whether a particular function is essential includes, but is not limited to, the following:

(A) The employer's judgment as to which functions are essential.

(B) Written job descriptions prepared before advertising or interviewing applicants for the job.

(C) The amount of time spent on the job performing the function.

(D) The consequences of not requiring the incumbent to perform the function.

(E) The terms of a collective bargaining agreement.

(F) The work experiences of past incumbents in the job.

(G) The current work experience of incumbents in similar jobs.

(g) (1) "Genetic information" means, with respect to any
individual, information about any of the following:

(A) The individual's genetic tests.

(B) The genetic tests of family members of the individual.

(C) The manifestation of a disease or disorder in family members of the individual.

(2) "Genetic information" includes any request for, or receipt of, genetic services, or participation in clinical research that includes genetic services, by an individual or any family member of the individual.

(3) "Genetic information" does not include information about the sex or age of any individual.

(h) "Labor organization" includes any organization that exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection.

(i) "Medical condition" means either of the following:

(1) Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer.

(2) Genetic characteristics. For purposes of this section, "genetic characteristics" means either of the following:

(A) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or his or her offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder.

(B) Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or his or her offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

(j) "Mental disability" includes, but is not limited to, all of the following:

(1) Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity. For purposes of this section:

(A) "Limits" shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(B) A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult.

(C) "Major life activities" shall be broadly construed and shall include physical, mental, and social activities and working.

(2) Any other mental or psychological disorder or condition not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a mental or psychological disorder or condition described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any mental condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a mental or psychological disorder or condition that has no present disabling effect, but that may become a mental disability as described in paragraph (1) or (2).

"Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

(k) "Military and veteran status" means a member or veteran of the United States Armed Forces, United States Armed Forces Reserve, the United States National Guard, and the California National Guard.

(l) "On the bases enumerated in this part" means or refers to discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status.

(m) "Physical disability" includes, but is not limited to, all of the following:

(1) Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:

(A) Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.

(B) Limits a major life activity. For purposes of this section:

(i) "Limits" shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(ii) A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

(iii) "Major life activities" shall be broadly construed and includes physical, mental, and social activities and working.

(2) Any other health impairment not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any physical condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but may become a physical disability as described in paragraph (1) or (2).

(6) "Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

(n) Notwithstanding subdivisions (j) and (m), if the definition of "disability" used in the federal Americans with Disabilities Act of 1990 (Public Law 101-336) would result in broader protection of the civil rights of individuals with a mental disability or physical disability, as defined in subdivision (j) or (m), or would include any medical condition not included within those definitions, then that broader protection or coverage shall be deemed incorporated by reference into, and shall prevail over

conflicting provisions of, the definitions in subdivisions (j) and (m).

(o) "Race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status" includes a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics.

(p) "Reasonable accommodation" may include either of the following:

(1) Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities.

(2) Job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

(q) "Religious creed," "religion," "religious observance," "religious belief," and "creed" include all aspects of religious belief, observance, and practice, including religious dress and grooming practices. "Religious dress practice" shall be construed broadly to include the wearing or carrying of religious clothing, head or face coverings, jewelry, artifacts, and any other item that is part of the observance by an individual of his or her religious creed. "Religious grooming practice" shall be construed broadly to include all forms of head, facial, and body hair that are part of the observance by an individual of his or her religious creed.

(r) (1) "Sex" includes, but is not limited to, the following:

(A) Pregnancy or medical conditions related to pregnancy.

(B) Childbirth or medical conditions related to childbirth.

(C) Breastfeeding or medical conditions related to breastfeeding.

(2) "Sex" also includes, but is not limited to, a person's gender. "Gender" means sex, and includes a person's gender identity and gender expression. "Gender expression" means a person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.

(s) "Sexual orientation" means heterosexuality, homosexuality, and bisexuality.

(t) "Supervisor" means any individual having the authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action, if, in connection with the foregoing, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(u) "Undue hardship" means an action requiring significant difficulty or expense, when considered in light of the following factors:

(1) The nature and cost of the accommodation needed.

(2) The overall financial resources of the facilities involved in the provision of the reasonable accommodations, the number of persons employed at the facility, and the effect on expenses and resources or the impact otherwise of these accommodations upon the operation of the facility.

(3) The overall financial resources of the covered entity, the overall size of the business of a covered entity with respect to the number of employees, and the number, type, and location of its facilities.

(4) The type of operations, including the composition, structure, and functions of the workforce of the entity.

(5) The geographic separateness or administrative or fiscal relationship of the facility or facilities.

(v) "National origin" discrimination includes, but is not limited to, discrimination on the basis of possessing a driver's license granted under Section 12801.9 of the Vehicle Code.

12926.1. The Legislature finds and declares as follows:

(a) The law of this state in the area of disabilities provides protections independent from those in the federal Americans with Disabilities Act of 1990 (P.L. 101-336). Although the federal act provides a floor of protection, this state's law has always, even

prior to passage of the federal act, afforded additional protections.

(b) The law of this state contains broad definitions of physical disability, mental disability, and medical condition. It is the intent of the Legislature that the definitions of physical disability and mental disability be construed so that applicants and employees are protected from discrimination due to an actual or perceived physical or mental impairment that is disabling, potentially disabling, or perceived as disabling or potentially disabling.

(c) Physical and mental disabilities include, but are not limited to, chronic or episodic conditions such as HIV/AIDS, hepatitis, epilepsy, seizure disorder, diabetes, clinical depression, bipolar disorder, multiple sclerosis, and heart disease. In addition, the Legislature has determined that the definitions of "physical disability" and "mental disability" under the law of this state require a "limitation" upon a major life activity, but do not require, as does the federal Americans with Disabilities Act of 1990, a "substantial limitation." This distinction is intended to result in broader coverage under the law of this state than under that federal act. Under the law of this state, whether a condition limits a major life activity shall be determined without respect to any mitigating measures, unless the mitigating measure itself limits a major life activity, regardless of federal law under the Americans with Disabilities Act of 1990. Further, under the law of this state, "working" is a major life activity, regardless of whether the actual or perceived working limitation implicates a particular employment or a class or broad range of employments.

(d) Notwithstanding any interpretation of law in Cassista v. Community Foods (1993) 5 Cal.4th 1050, the Legislature intends (1) for state law to be independent of the federal Americans with Disabilities Act of 1990, (2) to require a "limitation" rather than a "substantial limitation" of a major life activity, and (3) by enacting paragraph (4) of subdivision (j) and paragraph (4) of subdivision (l) of Section 12926, to provide protection when an individual is erroneously or mistakenly believed to have any physical or mental condition that limits a major life activity.

(e) The Legislature affirms the importance of the interactive process between the applicant or employee and the employer in determining a reasonable accommodation, as this requirement has been articulated by the Equal Employment Opportunity Commission in its interpretive guidance of the federal Americans with Disabilities Act of 1990.

GOVERNMENT CODE SECTION 12940

12940. It is an unlawful employment practice, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California:

(a) For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

(1) This part does not prohibit an employer from refusing to hire or discharging an employee with a physical or mental disability, or subject an employer to any legal liability resulting from the refusal to employ or the discharge of an employee with a physical or mental disability, where the employee, because of his or her physical or mental disability, is unable to perform his or her essential duties even with reasonable accommodations, or cannot perform those duties in a manner that would not endanger his or her health or safety or the health or safety of others even with reasonable accommodations.

(2) This part does not prohibit an employer from refusing to hire or discharging an employee who, because of the employee's medical condition, is unable to perform his or her essential duties even with reasonable

accommodations, or cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations. Nothing in this part shall subject an employer to any legal liability resulting from the refusal to employ or the discharge of an employee who, because of the employee's medical condition, is unable to perform his or her essential duties, or cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations.

(3) Nothing in this part relating to discrimination on account of marital status shall do either of the following:

(A) Affect the right of an employer to reasonably regulate, for reasons of supervision, safety, security, or morale, the working of spouses in the same department, division, or facility, consistent with the rules and regulations adopted by the commission.

(B) Prohibit bona fide health plans from providing additional or greater benefits to employees with dependents than to those employees without or with fewer dependents.

(4) Nothing in this part relating to discrimination on account of sex shall affect the right of an employer to use veteran status as a factor in employee selection or to give special consideration to Vietnam-era veterans.

(5) (A) This part does not prohibit an employer from refusing to employ an individual because of his or her age if the law compels or provides for that refusal. Promotions within the existing staff, hiring or promotion on the basis of experience and training, rehiring on the basis of seniority and prior service with the employer, or hiring under an established recruiting program from high schools, colleges, universities, or trade schools do not, in and of themselves, constitute unlawful employment practices.

(B) The provisions of this part relating to discrimination on the basis of age do not prohibit an employer from providing health benefits or health care reimbursement plans to retired persons that are altered, reduced, or eliminated when the person becomes eligible for Medicare health benefits. This subparagraph applies to all retiree health benefit plans and contractual provisions or practices concerning retiree health benefits and health care reimbursement plans in effect on or after January 1, 2011.

(b) For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person in the election of officers of the labor organization or in the selection of the labor organization's staff or to discriminate in any way against any of its members or against any employer or against any person employed by an employer.

(c) For any person to discriminate against any person in the selection, termination, training, or other terms or treatment of that person in any apprenticeship training program, any other training program leading to employment, an unpaid internship, or another limited duration program to provide unpaid work experience for that person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person discriminated against.

(d) For any employer or employment agency to print or circulate or cause to be printed or circulated any publication, or to make any nonjob-related inquiry of an employee or applicant, either verbal or through use of an application form, that expresses, directly or indirectly, any limitation, specification, or discrimination as to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any intent to make any such limitation, specification, or

discrimination. This part does not prohibit an employer or employment agency from inquiring into the age of an applicant, or from specifying age limitations, where the law compels or provides for that action.

(e) (1) Except as provided in paragraph (2) or (3), for any employer or employment agency to require any medical or psychological examination of an applicant, to make any medical or psychological inquiry of an applicant, to make any inquiry whether an applicant has a mental disability or physical disability or medical condition, or to make any inquiry regarding the nature or severity of a physical disability, mental disability, or medical condition.

(2) Notwithstanding paragraph (1), an employer or employment agency may inquire into the ability of an applicant to perform job-related functions and may respond to an applicant's request for reasonable accommodation.

(3) Notwithstanding paragraph (1), an employer or employment agency may require a medical or psychological examination or make a medical or psychological inquiry of a job applicant after an employment offer has been made but prior to the commencement of employment duties, provided that the examination or inquiry is job related and consistent with business necessity and that all entering employees in the same job classification are subject to the same examination or inquiry.

(f) (1) Except as provided in paragraph (2), for any employer or employment agency to require any medical or psychological examination of an employee, to make any medical or psychological inquiry of an employee, to make any inquiry whether an employee has a mental disability, physical disability, or medical condition, or to make any inquiry regarding the nature or severity of a physical disability, mental disability, or medical condition.

(2) Notwithstanding paragraph (1), an employer or employment agency may require any examinations or inquiries that it can show to be job related and consistent with business necessity. An employer or employment agency may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at that worksite.

(g) For any employer, labor organization, or employment agency to harass, discharge, expel, or otherwise discriminate against any person because the person has made a report pursuant to Section 11161.8 of the Penal Code that prohibits retaliation against hospital employees who report suspected patient abuse by health facilities or community care facilities.

(h) For any employer, labor organization, employment agency, or person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part.

(i) For any person to aid, abet, incite, compel, or coerce the doing of any of the acts forbidden under this part, or to attempt to do so.

(j) (1) For an employer, labor organization, employment agency, apprenticeship training program or any training program leading to employment, or any other person, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, to harass an employee, an applicant, an unpaid intern or volunteer, or a person providing services pursuant to a contract. Harassment of an employee, an applicant, an unpaid intern or volunteer, or a person providing services pursuant to a contract by an employee, other than an agent or supervisor, shall be unlawful if the entity, or its agents or supervisors, knows or should have known of this conduct and fails to take immediate and appropriate corrective action. An employer may also be responsible for the acts of nonemployees, with respect to sexual harassment of employees, applicants, unpaid interns or volunteers, or persons providing services pursuant to a contract in the workplace, where the employer, or its agents or supervisors, knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing cases involving the acts of nonemployees, the extent of the employer's control and any other legal responsibility that the employer may have with respect to the conduct of those nonemployees shall be considered. An entity

shall take all reasonable steps to prevent harassment from occurring. Loss of tangible job benefits shall not be necessary in order to establish harassment.

(2) The provisions of this subdivision are declaratory of existing law, except for the new duties imposed on employers with regard to harassment.

(3) An employee of an entity subject to this subdivision is personally liable for any harassment prohibited by this section that is perpetrated by the employee, regardless of whether the employer or covered entity knows or should have known of the conduct and fails to take immediate and appropriate corrective action.

(4) (A) For purposes of this subdivision only, "employer" means any person regularly employing one or more persons or regularly receiving the services of one or more persons providing services pursuant to a contract, or any person acting as an agent of an employer, directly or indirectly, the state, or any political or civil subdivision of the state, and cities. The definition of "employer" in subdivision (d) of Section 12926 applies to all provisions of this section other than this subdivision.

(B) Notwithstanding subparagraph (A), for purposes of this subdivision, "employer" does not include a religious association or corporation not organized for private profit, except as provided in Section 12926.2.

(C) For purposes of this subdivision, "harassment" because of sex includes sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions. Sexually harassing conduct need not be motivated by sexual desire.

(5) For purposes of this subdivision, "a person providing services pursuant to a contract" means a person who meets all of the following criteria:

(A) The person has the right to control the performance of the contract for services and discretion as to the manner of performance.

(B) The person is customarily engaged in an independently established business.

(C) The person has control over the time and place the work is performed, supplies the tools and instruments used in the work, and performs work that requires a particular skill not ordinarily used in the course of the employer's work.

(k) For an employer, labor organization, employment agency, apprenticeship training program, or any training program leading to employment, to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.

(l) (1) For an employer or other entity covered by this part to refuse to hire or employ a person or to refuse to select a person for a training program leading to employment or to bar or to discharge a person from employment or from a training program leading to employment, or to discriminate against a person in compensation or in terms, conditions, or privileges of employment because of a conflict between the person's religious belief or observance and any employment requirement, unless the employer or other entity covered by this part demonstrates that it has explored any available reasonable alternative means of accommodating the religious belief or observance, including the possibilities of excusing the person from those duties that conflict with his or her religious belief or observance or permitting those duties to be performed at another time or by another person, but is unable to reasonably accommodate the religious belief or observance without undue hardship, as defined in subdivision (u) of Section 12926, on the conduct of the business of the employer or other entity covered by this part. Religious belief or observance, as used in this section, includes, but is not limited to, observance of a Sabbath or other religious holy day or days, reasonable time necessary for travel prior and subsequent to a religious observance, and religious dress practice and religious grooming practice as described in subdivision (q) of Section 12926. This subdivision shall also apply to an apprenticeship training program, an unpaid internship, and any other program to provide unpaid experience for a person in the workplace or industry.

(2) An accommodation of an individual's religious dress practice or religious grooming practice is not reasonable if the accommodation requires segregation of the individual from other employees or the public.

(3) An accommodation is not required under this subdivision if it would result in a violation of this part or any other law prohibiting

discrimination or protecting civil rights, including subdivision (b) of Section 51 of the Civil Code and Section 11135 of this code.

(m) For an employer or other entity covered by this part to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee. Nothing in this subdivision or in paragraph (1) or (2) of subdivision (a) shall be construed to require an accommodation that is demonstrated by the employer or other covered entity to produce undue hardship, as defined in subdivision (u) of Section 12926, to its operation.

(n) For an employer or other entity covered by this part to fail to engage in a timely, good faith, interactive process with the employee or applicant to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition.

(o) For an employer or other entity covered by this part, to subject, directly or indirectly, any employee, applicant, or other person to a test for the presence of a genetic characteristic.

(p) Nothing in this section shall be interpreted as preventing the ability of employers to identify members of the military or veterans for purposes of awarding a veteran's preference as permitted by law.

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

Appendix I – Code of Civil Procedure Section 1085

CODE OF CIVIL PROCEDURE SECTION 1085

1085. (a) A writ of mandate may be issued by any court to any inferior tribunal, corporation, board, or person, to compel the performance of an act which the law specially enjoins, as a duty resulting from an office, trust, or station, or to compel the admission of a party to the use and enjoyment of a right or office to which the party is entitled, and from which the party is unlawfully precluded by that inferior tribunal, corporation, board, or person.

(b) The appellate division of the superior court may grant a writ of mandate directed to the superior court in a limited civil case or in a misdemeanor or infraction case. Where the appellate division grants a writ of mandate directed to the superior court, the superior court is an inferior tribunal for purposes of this chapter

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

Appendix J – Statement of Compliance

CITY OF VISALIA

STATEMENT OF COMPLIANCE

CONTRACTOR/SUBCONTRACTOR	CONTRACT/PO NUMBER
FIRST DAY OF WORK ON CONTRACT	LAST DAY OF WORK ON CONTRACT

I do hereby certify under penalty of perjury:

(1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-reference time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by an person other than permissable deductions.

(2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates:

(a) ☐ Specified in the applicable wage determination incorporated into the contract;

(b) ☐ Determined by the Director of Industrial Relations for the county or counties in which the work is performed;

that the classification set forth therein for each laborer or mechanic conforms with the work he or she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship Agency.

(4) That fringe benefits as listed in the contract:

(a) ☐ Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as below.

(b) ☐ Have been paid directly to the listed employee(s), except as noted below.

(c) ☐ See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: TULARE COUNTY

DETERMINATION: TUL-2025-2

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/ HOLIDAY	VACATION/ HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
#BRICKLAYER:	BRICKLAYER, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER		08/22/2025	04/30/2026*	$52.580	A	$9.500		$9.980		$0.000		$1.750	B	$1.050		8.0	C	$74.860	$98.820	D	$98.820	D	$122.780		Holidays	Scope of Work	Travel & Subsistence
#BRICKLAYER:	STONEMASON, MARBLE MASON		08/22/2025	04/30/2026*	$52.580	A	$9.500		$9.980		$0.000		$1.750	B	$0.650		8.0	C	$74.460	$98.420	D	$98.420	D	$122.380		Holidays	Scope of Work	Travel & Subsistence
#BRICKLAYER:	MASON FINISHER		08/22/2025	04/30/2026*	$47.320	A	$9.250		$9.830		$0.000		$1.180	B	$0.650		8.0	C	$68.230	$89.790	D	$89.790	D	$111.350		Holidays	Scope of Work	Travel & Subsistence
BRICK TENDER			02/22/2025	03/31/2025*	$16.500	&	$6.840		$10.130		$0.000		$0.410		$0.000		8.0		$33.880	$42.130		$42.130		$42.130		Holidays	Scope of Work	Travel & Subsistence
#CARPET, LINOLEUM, RESILIENT	TILE LAYER		08/22/2025	12/31/2025**	$41.950	E	$11.750		$13.380		$0.000		$0.770		$0.330		8.0		$68.180	$87.380	F	$87.380	F	$106.570	G	Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	COMM & SYSTEM INSTALLER		02/22/2025	11/30/2025**	$45.280	H	$15.650		$10.000	I	$0.000		$1.000		$0.260	J	8.0		$73.780	$97.220	K	$97.220	K	$120.650		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	COMM & SYSTEM TECH.		02/22/2025	11/30/2025**	$52.070	H	$15.650		$10.000	I	$0.000		$1.000		$0.260	J	8.0		$80.800	$107.750	K	$107.750	K	$134.690		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	INSIDE WIREMAN, TECHNICIAN		08/22/2025	02/28/2026**	$50.000		$14.750		$12.650	I	$0.000	L	$1.250		$0.750		8.0		$80.900	$106.650	M	$106.650	M	$132.400		Holidays	Scope of Work	Travel & Subsistence
ELECTRICIAN:	CABLE SPLICER		08/22/2025	02/28/2026**	$55.000		$14.750		$12.650	I	$0.000	L	$1.250		$0.750		8.0		$86.050	$114.380	M	$114.380	M	$142.700		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHIEF OF PARTY	N	02/22/2025	02/28/2026**	$62.050		$13.380		$14.510	O	$5.100	P	$1.260		$0.280		8.0		$96.580	$127.610	Q	$127.610	Q	$158.630		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHAINMAN/RODMAN	N	02/22/2025	02/28/2026**	$52.580		$13.380		$14.510	O	$5.100	P	$1.260		$0.280		8.0		$87.110	$113.400	Q	$113.400	Q	$139.690		Holidays	Scope of Work	Travel & Subsistence
GLAZIER			02/22/2025	03/31/2025*	$16.500	&	$0.000		$0.000		$0.550		$0.000		$0.000		8.0		$17.050	$25.300		$25.300		$25.300		Holidays	Scope of Work	Travel & Subsistence
#MARBLE FINISHER		R	08/22/2025	07/31/2026**	$43.140	S	$13.100		$6.780		$0.000	T	$0.450		$0.970		8.0		$64.440	$86.010	U	$107.580		$107.580		Holidays	Scope of Work	Travel & Subsistence
#PAINTER	TAPER		08/22/2025	12/31/2025**	$53.560	V	$11.750		$19.940		$0.000		$1.100		$0.700		8.0		$87.050	$113.830	W	$113.830	W	$140.610	X	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:		Y	08/22/2025	12/31/2025**	$36.780	Z	$11.750		$10.800	O	$0.000		$0.630		$0.480		8.0		$60.440	$78.830		$78.830	AA	$97.220	AB	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	INDUSTRIAL PAINTER	AC	08/22/2025	12/31/2025**	$38.780	Z	$11.750		$10.800	O	$0.000		$0.630		$0.480		8.0		$62.440	$81.830		$81.830	AA	$101.220	AB	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	BRIDGE PAINTER	AD	08/22/2025	12/31/2025**	$39.280	Z	$11.750		$10.800	O	$0.000		$0.630		$0.480		8.0		$62.940	$82.580		$82.580	AA	$102.220	AB	Holidays	Scope of Work	Travel & Subsistence
#PLASTERER			08/22/2025	06/30/2026**	$52.170	AE	$16.040		$19.990		$0.000	L	$1.450		$1.440		8.0		$91.090	$113.780	AF	$113.780	AG	$136.470		Holidays	Scope of Work	Travel & Subsistence
#PLASTER TENDER			08/22/2025	06/30/2026*	$42.420		$11.100		$16.130		$4.330		$0.520		$0.630	AH	8.0		$75.130	$96.340	F	$96.340	F	$117.550		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)		08/22/2025	12/31/2025**	$52.400		$13.280		$27.160		$0.000	L	$1.650		$2.770		8.0		$97.260	$123.460	D	$123.460	D	$149.660		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	PIPE TRADESMAN		08/22/2025	12/31/2025*	$20.960		$10.760		$1.000		$0.000	L	$0.000		$0.710		8.0		$33.430	$43.910	D	$43.910	D	$54.390		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	UNDERGROUND UTILITY PIPEFITTER		08/22/2025	06/30/2026*	$36.010		$12.400		$3.250	AI	$2.750	AJ	$0.100		$0.450		8.0		$54.960	$74.340		$74.340	AA	$93.720		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	LANDSCAPE PIPEFITTER		08/22/2025	06/30/2026*	$36.010		$12.400		$3.250	AI	$2.750	AJ	$0.100		$0.450		8.0		$54.960	$74.340		$74.340	AA	$93.720		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	AK	08/22/2025	06/30/2026*	$21.810		$12.400		$3.250	AI	$2.750	AJ	$0.100		$0.450		8.0		$40.760	$53.040		$53.040	AA	$65.320		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE ASSISTANT JOURNEYMAN	AL	08/22/2025	06/30/2026*	$21.810		$12.400		$3.250	AI	$2.750	AJ	$0.100		$0.450		8.0		$40.760	$53.040		$53.040	AA	$65.320		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	UNDERGROUND UTILITY TRADESMAN	AM	08/22/2025	06/30/2026*	$18.950		$12.400		$0.000	AI	$2.750	AJ	$0.100		$0.450		8.0		$34.650	$45.500		$45.500	AA	$56.350		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE TRADESMAN I	AN	08/22/2025	06/30/2026*	$18.950		$12.400		$0.000	AI	$2.750	AJ	$0.100		$0.450		8.0		$34.650	$45.500		$45.500	AA	$56.350		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE TRADESMAN II	AN	08/22/2025	06/30/2026*	$18.950		$12.400		$3.250	AI	$2.750	AJ	$0.100		$0.450		8.0		$37.900	$48.750		$48.750	AA	$59.600		Holidays	Scope of Work	Travel & Subsistence

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/ HOLIDAY	VACATION/ HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)		02/22/2025	03/31/2025*	$46.420		$12.400		$15.480	AO	$0.000		$0.540		$0.250		8.0		$75.090	$98.300		$98.300		$121.510		Holidays	Scope of Work	Travel & Subsistence
#ROOFER			02/22/2025	12/31/2025**	$42.510		$6.880		$8.650		$3.250	AP	$1.240		$0.090	AQ	8.0		$62.620	$85.500		$85.500	AR	$108.380		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER (HVAC)			02/22/2024	03/31/2024*	$44.070	AS	$0.000		$0.000		$0.000		$0.000		$40.790		8.0		$84.860	$106.900		$106.900		$106.900		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER (HVAC)	METAL DECK & SIDING		02/22/2025	03/31/2025*	$44.450	AS	$14.830		$20.400		$0.000		$0.320		$0.000		8.0		$80.000	$102.230		$102.230		$102.230		Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO FINISHER		AT	08/22/2025	06/30/2026**	$46.600	AU	$13.100		$7.220		$0.000	L	$0.800		$1.120		8.0		$68.840	$89.480	AV	$89.480	AV	$110.110		Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO WORKER		AT	08/22/2025	06/30/2026**	$62.810	AU	$13.100		$15.720		$0.000	L	$0.800		$1.370		8.0		$93.800	$121.620	AV	$121.620	AV	$149.440		Holidays	Scope of Work	Travel & Subsistence
#TILE FINISHER			08/22/2025	03/31/2026*	$32.810	AW	$12.400		$5.360		$1.300		$0.500		$1.540		8.0	AA	$53.910	$70.320		$70.320	AX	$86.720		Holidays	Scope of Work	Travel & Subsistence
#TILE SETTER			08/22/2025	03/31/2026**	$49.720	AW	$12.400		$8.700		$2.750		$0.750		$2.060		8.0	AA	$76.380	$101.240		$101.240	AX	$126.100		Holidays	Scope of Work	Travel & Subsistence
WATER WELL DRILLER:			08/22/2025	06/30/2026**	$32.830		$10.010		$4.080		$1.640	AY	$0.000		$0.000		8.0		$48.560	$64.980	AZ	$64.980	AZ	$64.980	AZ	Holidays	Scope of Work	Travel & Subsistence
WATER WELL DRILLER:	PUMP INSTALLER		08/22/2025	06/30/2026**	$32.830		$10.010		$4.080		$1.640	AY	$0.000		$0.000		8.0		$48.560	$64.980	AZ	$64.980	AZ	$64.980	AZ	Holidays	Scope of Work	Travel & Subsistence
WATER WELL DRILLER:	HELPER		08/22/2025	06/30/2026**	$28.350		$10.010		$4.080		$1.420	BA	$0.000		$0.000		8.0		$43.860	$58.040	AZ	$58.040	AZ	$58.040	AZ	Holidays	Scope of Work	Travel & Subsistence

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FOOTNOTES

* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.

** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.

\# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP.

& THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

A INCLUDES AMOUNTS FOR DUES CHECK OFF, CONTRACT COMPLIANCE AND VACATION WHICH ARE NOT FACTORED INTO OVERTIME RATES.

B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.

C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.

D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

E INCLUDES AMOUNT WITHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED INTO OVERTIME

F RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

G DESIGNATED DAYS OFF SHALL BE PAID AT TIME AND ONE-HALF (1 1/2X) FOR THE FIRST TWELVE (12) HOURS WORKED IN A DAY; ALL WORK PERFORMED IN EXCESS OF TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE. PLEASE REFER TO THE HOLIDAY PROVISION FOR A LIST OF DESIGNATED DAYS OFF.

H INCLUDES AN AMOUNT EQUAL TO 6% OF THE HOURLY RATE FOR VACATION/WORKING DUES WHICH IS FACTORED INTO OVERTIME RATES.

I IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.

J IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.

K RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY NON-SHIFT OVERTIME HOURLY RATE.

L INCLUDED IN STRAIGHT-TIME HOURLY RATE.

M RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAYS. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY OVERTIME RATE.

N ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.

O INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.

P INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.

Q RATE APPLIES TO DAILY OVERTIME HOURS UP TO AND INCLUDING 12 HOURS WORKED IN A WORKDAY OR OTHER OVERTIME HOURS BEYOND 40 HOURS IN A WORKWEEK. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT THAT THERE ARE LESS THAN 40 HOURS WORKED MONDAY THROUGH FRIDAY, THEN THE BALANCE OF HOURS WORKED UP TO AND INCLUDING 40 HOURS FOR THE WORKWEEK, OR UP TO 8 HOURS FOR THE WORKDAY, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.

R EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SWING STAGE SHALL BE PAID AN ADDITIONAL $20.00 PER DAY ABOVE THE WAGE RATE.

S INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.

T INCLUDED IN BASIC HOURLY RATE.

U RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.

V INCLUDES AN AMOUNT FOR DUES CHECK OFF

W RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

X DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.

Y EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: WALLCOVERING ($1.00 PER HOUR), SPRAY WORK ($1.00 PER HOUR) REMEDIAL PATCHING ($1.25 PER HOUR) AND ABRASIVE BLASTING/LEAD ABATEMENT ($1.50 PER HOUR). EMPLOYEES WORKING OVER 30 FEET (EXCLUDING WORK FROM A LIFT 60 FEET AND LOWER) SHALL RECEIVE ONE DOLLAR ($1.00) PER HOUR ABOVE THE BASIC HOURLY RATE IN ADDITION TO ANY OTHER PREMIUM PAY.

Z INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.

AA SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AB SUNDAY IS PAID AT SATURDAY OVERTIME HOURLY RATE.

AC EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY ($4.00 PER HOUR). EMPLOYEES SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM PAY WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL $4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND $6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.

AD EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY ($4.00 PER HOUR). SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.

AE INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME.EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL $5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL $15.00 PER DAY ABOVE THE WAGE RATE

AF RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

AG RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AH INCLUDES AN AMOUNT FOR INDUSTRY STABILIZATION FUND.

AI PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AJ VACATION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.

AK THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.

AL THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN.

AM THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.

AN THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN

AO INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.

AP INCLUDES $1.00 FOR VACATION AND $2.25 FOR DUES CHECK-OFF WHICH ARE BOTH FACTORED INTO OVERTIME.

AQ AMOUNT IS FOR THE ROOFERS AND WATERPROOFERS RESEARCH AND EDUCATION JOINT TRUST FUND.

AR WHEN ADVERSE WEATHER OR JOB SCHEDULING PROBLEMS EXIST CAUSING AN EMPLOYEE TO WORK LESS THAN FORTY (40) HOURS IN A WEEK SATURDAY MAY BE USED AS A MAKE-UP DAY AT STRAIGHT TIME WAGE RATES.

AS BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE BASED ON THE DAVIS-BACON WAGE DETERMINATION FOR THIS CRAFT.

AT THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

AU INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AV RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

AW INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE $1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

AX RATE APPLIES TO THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.

AY $2.27 AFTER 2 YEARS OF EMPLOYMENT.

AZ RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.

BA $1.96 AFTER 2 YEARS OF EMPLOYMENT.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm. HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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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 No. 24-25-41

ANNUAL CONTRACT FOR BACKFLOW TESTING, REPAIRS, AND MAINTENANCE SERVICES

ADDENDUM NO. 1

Issued: Friday, November 21, 2025

Bids Due: **THURSDAY, DECEMBER 11, 2025 AT 2:00 PM**

Addendum is being issued to provide responses to questions. This addendum becomes part of the RFB 24-25-41 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q1: In the bid documents it says that minor repairs are part of the unit price to test backflows. If later on it starts to leak, are we still responsible for faulty internals for that same backflow?

R1: Contractors will be responsible for all labor in minor repairs. Cost for parts for minor repairs will be paid for by the City by reimbursing the contractor when receipts for parts are included with the invoice to the City.

Labor for major repairs may be billed at contractor's hourly rate and cost for parts for major repairs will be paid for by the City by reimbursing the contractor when receipts for parts are included with the invoice to the City. Before any work is performed on major repairs, contractor must submit to the project manager an itemized cost estimate for approval prior to making any repairs.

Q2: What if a rebuild is needed, how do we bill this? Is this covered under the cost per device in the bid or would this be additional labor that we are allowed to charge?

R2: A rebuild may be billed at contractor's hourly rate.

Q3: If we are called out for an emergency, do we need to respond within 2 hours?

R3: Yes, if the backflow is causing an emergency, we need a response within 2 hours. A 24-hr contact must be provided.

Q4: If a backflow device needs to be replaced, do I need to have my certified backflow tester do the install or can my plumber do the install and my tester do the test?

R4: Plumbers may perform the installation, but the test after repair must be done by a certified backflow tester.

Q5: Is the testing paid at prevailing wage as well, not just the repairs?

R5: All labor is to be paid at prevailing wage rate.

Q6: What classifications should we use for prevailing wage rate?

R6: DIR classification Plumber: Plumber, Steamfitter, Refrigeration Fitter. Rates may be found on the DIR website: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

Q7: Since this contract will most likely be over $30,000, will there be an exemption from the requirement of hiring an apprentice since backflow testers are required to be certified and apprentices most likely are not certified?

R7: No, the City of Visalia cannot provide an exemption as it is a State of California requirement.

Q8: When do you anticipate this contract to start?
R8: Projected start date is 2/1/26.

Q9: Would you be able to clarify if this project has a PLA (Project Labor Agreement)?
R9: The City of Visalia has not entered into a Project Labor Agreement for this project. The City has no ordinance requiring or prohibiting such agreements. If a contractor has a Project Labor Agreement with labor unions, it may be used. Please note that this project is considered a public works contract and therefore, subject to registration with the Department of Industrial Relations, payment of prevailing wages, submission of certified payroll records to the Labor Commissioner and other requirements listed in the City of Visalia Labor Compliance Manual which was attached to the RFB.

Q10: Would a D64 Backflow Testing Repair and Installation contractor's license be acceptable?
R10: No, bidders must have a C-36 plumbing contractor's license.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: _____ Date: _____

By: _____
Bidder's Signature

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 No. 24-25-41

ANNUAL CONTRACT FOR BACKFLOW TESTING, REPAIRS, AND MAINTENANCE SERVICES

ADDENDUM NO. 2

Issued: Monday, December 1, 2025

Bids Due: **THURSDAY, DECEMBER 11, 2025 AT 2:00 PM**

Addendum is being issued to provide responses to questions and confirm prevailing wages. This addendum becomes part of the RFB 24-25-41 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q1: What was the previous contract amount?

R1: The previous bid was awarded to AAA Backflow Prevention Inc. in 2020. That contract expired early in 2025. An emergency purchase order was issued to American Inc. to perform the work in 2025. Below are their price amounts:

AAA Backflow Prevention Inc:

Per Specifications RFB-19-20-13 Testing and Reports for Pressure Vacuum Breaker Backflows and Reduced Pressure Backflows	Per Service Cost (Unit Price)	Estimated Annual Quantity	Total Annual Cost
including maintenance & minor repair (City pays for parts)	$40.00 per backflow	620	$24,800.00
Contractor's Hourly Rate (for repairs beyond routine maintenance & minor repairs if requested by Project Manager)	$75.00 per hour	40 hrs.	$3000.00

American Inc:

Per Specifications RFB-XX-XX-XX Testing and Reports for Pressure Vacuum Breaker Backflows and Reduced Pressure Backflows	Per Service Cost (Unit Price)	Estimated Annual Quantity	Total Annual Cost
including maintenance & minor repair (City pays for parts)	$ 82.00 per backflow	785	$ 64,370.00
Contractor's Hourly Rate (for repairs beyond routine maintenance & minor repairs if requested by Project Manager)	$ 152.00 per hour	40 hrs.	$ 6,080.00

ITEM 2: PREVAILING WAGES

Prevailing wages were checked on Monday, December 1, 2025. There were no updates to the state wages. State wages originally posted with this RFB remain in effect.

END OF ADDENDUM NO. 2
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: _____ Date: _____

By: _____
Bidder's Signature

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

BIDS RECEIVED
RFB-24-25-41
ANNUAL CONTRACT FOR BACKFLOW TESTING

Date: 12/11/25 Time: 2:00PM Location: 707 W. ACEQUIA AVE. VISALIA, CA 93292

PROPOSER'S NAME	LOCATION	TOTAL BID AMOUNT
Kern Plumbing & Backflow Services	Bakersfield, CA	$ 51,320.00
American Inc.	Visalia, CA	$ 133,145.60
Visalia Plumbing	Visalia, CA	$ 84,770.00
Parker & Parker	Visalia, CA	$ 104,800.00
AAA Backflow Prevention	Stockton, CA	$ 49,842.50
Robert Marks Plumbing	Visalia, CA	$ 126,750.00
		$
		$

Witness: American Inc. Witness:
Witness: J. MARKS Witness:
Witness: Witness:
Witness: Witness:

Bidding Agency: AAA Backflow Prevention, Inc

XIII. EXHIBITS

A. BID FORM

EXHIBIT "A"
RFB NO. 24-25-41
Project: BACKFLOW TESTING, REPAIRS, AND MAINTENANCE SERVICES AT VARIOUS CITY OWNED LOCATIONS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-41 dated: 12/1/25, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

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

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

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

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

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

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

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

Per Specifications RFB-24-25-41 Testing and Reports for Pressure Vacuum Breaker Backflows and Reduced Pressure Backflows including maintenance & minor repairs (City pays for parts)	**Per Service Cost (Unit Price)**	**Estimated Annual Quantity**	**Total Annual Cost**
	$58.50 per backflow	785	$45,922.50 ✓
Contractor's Hourly Rate (for major repairs beyond routine maintenance & minor repairs if requested by Project Manager)	$98.00 per hour	40 hrs.	$3,920.00 ✓
		Total Annual Cost	$49,842.50 ✓

***Note:** Minor repairs (e.g., o-rings, gaskets, cleaning) are included in the unit price. Major repairs must be pre-approved and will be billed at the hourly rate listed above.*

(1) AAA Backflow Prevention, Inc
Bidding Firm

(2) Corporation
Corporation, Partner, Joint Venture

(3) 4949 Nadotti Rd | Stockton | CA | 95215
Business Address | City | State | Zip Code

(877) 226-3569 | (209) 208-1020
Telephone Number | Fax Number

aaabackflow@comcast.net
E-mail address

(4) J. Lee | 12/1/25
Signature of Authorized Person | (Date)

Jordan Lee
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

BIDDING AGENCY: AAA Backflow Prevention, Inc

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS: C36 **#** 855750 **EXP. DATE:** 5/31/2027

STATE D.I.R. REGISTRATION # 1000030241

FEDERAL TAX I.D. # 47-3050998

CITY OF VISALIA BUSINESS TAX CERTIFICATE # BL049926 (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.

CONTRACTOR'S 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 (2) years.

REFERENCE 1

NAME OF AGENCY: Zone 7 Agency **CONTACT PERSON:** Brian Keil

AGENCY ADDRESS: 100 N Canyon Pkwy Livermore, CA **PHONE #:** (925) 454-5769

REFERENCE 2

NAME OF AGENCY: Amador County **CONTACT PERSON:** Darren Robison

AGENCY ADDRESS: 12200-B Airport Rd Jackson, CA **PHONE #:** (209) 223-6376

REFERENCE 3

NAME OF AGENCY: Tuyon Park Water System **CONTACT PERSON:** Richard Churchill

AGENCY ADDRESS: 3463 Double Springs Rd Valley Springs **PHONE #:** (209) 763-2972

DESIGNATION OF SURETIES

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

COMPANY NAME: Kosich Insurance Agency, Inc **TYPE OF INSURANCE:** Comm. general liability, auto, workers Com & umbrella excess

ADDRESS: 3435 Mt. Diablo Blvd Lafayette, CA **TELEPHONE#** (925) 284-3911

COMPANY NAME: _____ **TYPE OF INSURANCE:** _____

ADDRESS: _____ **TELEPHONE#** _____

COMPANY NAME: _____ **TYPE OF INSURANCE:** _____

ADDRESS: _____ **TELEPHONE#** _____

SUBCONTRACTOR LISTING

BIDDING AGENCY: AAA Backflow Prevention, Inc

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

N/A

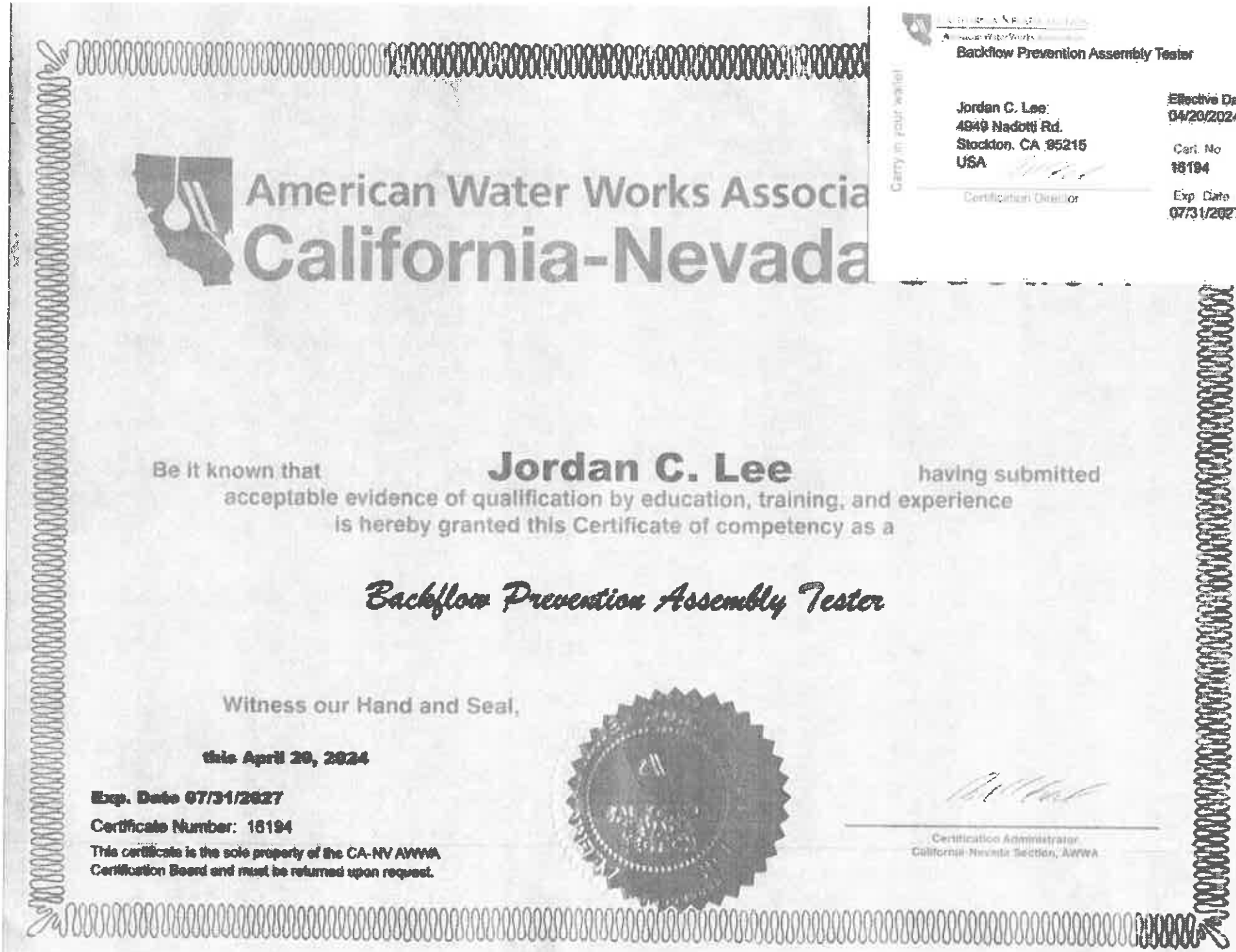
SUBCONTRACTOR INFORAMTION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

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

BIDDING AGENCY: AAA Backflow Prevention, Inc

4. **Subcontractor Name:**	**Performing** ____% of project work	Asbestos	Drywall/Lathers	Operating Engineers	Sheet Metal
Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
CSLB #	**Expires:**	Carpenters	Glaziers	Pipe Trades	Teamster
DIR Registration #		Carpet/Linoleum	Iron Worker	Plasterers	Tile Worker
		Cement Mason	Laborers	Roofers	Other:_____
		Drywall Finisher	Millwrights		
5. **Subcontractor Name:**	**Performing** ____% of project work	Asbestos	Drywall/Lathers	Operating Engineers	Sheet Metal
Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
CSLB #	**Expires:**	Carpenters	Glaziers	Pipe Trades	Teamster
DIR Registration #		Carpet/Linoleum	Iron Worker	Plasterers	Tile Worker
		Cement Mason	Laborers	Roofers	Other:_____
		Drywall Finisher	Millwrights		
6. **Subcontractor Name:**	**Performing** ____% of project work	Asbestos	Drywall/Lathers	Operating Engineers	Sheet Metal
Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
CSLB #	**Expires:**	Carpenters	Glaziers	Pipe Trades	Teamster
DIR Registration #		Carpet/Linoleum	Iron Worker	Plasterers	Tile Worker
		Cement Mason	Laborers	Roofers	Other:_____
		Drywall Finisher	Millwrights		

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



American Water Works Association
California-Nevada

Backflow Prevention Assembly Tester

Carry in your wallet

Jordan C. Lee
4949 Nadotti Rd.
Stockton, CA 95215
USA

Certification Director

Effective Date:
04/20/2024

Cert. No
18194

Exp Date
07/31/2027

Be it known that **Jordan C. Lee** having submitted acceptable evidence of qualification by education, training, and experience is hereby granted this Certificate of competency as a

Backflow Prevention Assembly Tester

Witness our Hand and Seal,

this April 20, 2024

Exp. Date 07/31/2027

Certificate Number: 18194

This certificate is the sole property of the CA-NV AWWA Certification Board and must be returned upon request.

Certification Administrator
California-Nevada Section, AWWA

Sabre Backflow LLC
3186 Contra Loma Blvd #111
Antioch, CA 94509
Phone (925) 698-5169
sabrebackflow@gmail.com

INSTRUMENT CALIBRATION CERTIFICATE

Manufacturer: Mid-West Instrument

Model: [X] 845-5 Test Kit [ ] 845-3 Test Kit [ ] 845-5 NP Test Kit
[ ] 835 Test Kit [ ] 830 Test Kit [ ] _____

Serial Number: # 04151440

This gauge is calibrated to an accuracy of ± 0.2 PSID descending using a range of 0-15 psid.

This gauge was found to have performed as stated below. This calibration does not guarantee the accuracy of the gauge at any time subsequent to or prior to this calibration.

Reference Pressure	as found	as left
12.0	12.4	12.1
8.0	8.2	8.0
5.0	5.2	5.0
2.0	2.2	2.0
1.0	1.2	1.0
0	0	0

All Tests used in this calibration of this instrument conform to ASME B40.100 and are traceable to National Institute of Standards and Technology. Procedures utilized were in accordance with USC FCCCHR Manual of Cross-Connection Control10th Ed Appendix A and Manufacturer's requirements.

Calibration Report For: AAA Backflow Prevention Inc

Calibration Technician : _____
Dennis Celoni
Sabre Backflow, LLC
Authorized Mid-West Repair Facility

Date: January 10, 2025 **Due Date: January 10, 2026**

Sabre Backflow LLC
3186 Contra Loma Blvd #111
Antioch, CA 94509
Phone (925) 698-5169
sabrebackflow@gmail.com

INSTRUMENT CALIBRATION CERTIFICATE

Manufacturer: Mid-West instrument

Model: [X] 848-5 Test Kit [ ] 845-3 Test Kit [ ] 845-5 NP Test Kit
[ ] 835 Test Kit [ ] 830 Test Kit [ ]

Serial Number: # 07191394

This gauge is calibrated to an accuracy of ± 0.2 PSID descending using a range of 0-15 psid.

This gauge was found to have performed as stated below. This calibration does not guarantee the accuracy of the gauge at any time subsequent to or prior to this calibration

Reference Pressure	as found	as left
12.0	12.4	12.0
8.0	8.2	8.0
5.0	5.2	5.0
2.0	2.3	2.1
1.0	1.2	1.0
0	0	0

All Tests used in this calibration of this instrument conform to ASME B40.100 and are traceable to National Institute of Standards and Technology. Procedures utilized were in accordance with USC FCCCHR Manual of Cross-Connection Control10th Ed Appendix A and Manufacturer's requirements.

Calibration Report For: AAA Backflow Prevention Inc

Calibration Technician : _____
Dennis Celoni
Sabre Backflow, LLC
Authorized Mid-West Repair Facility

Date: March 13, 2025 **Due Date: March 13, 2026**

STATE OF CALIFORNIA

dca

DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number **855750**

Entity CORP

Business Name AAA BACKFLOW PREVENTION INC

Classification(s) C36

Expiration Date 05/31/2027

www.cslb.ca.gov

CSLB

1282

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

Submit with Bid

EXHIBIT "B-1"

B-1 BIDDER'S STATEMENT ON PREVIOUS CONTRACTS

SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

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

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

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

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

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

Company: AAA Backflow Prevention, Inc

Business Address: 4949 Nadotti Rd Stockton, CA 95215

Signature: J c Lee

Name of Signing Official: Jordan Lee

Title of Signing Official: Owner

Date: 12/1/25

Company Seal:

B-2 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

Equal Opportunity Clause

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

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: AAA Backflow Prevention, Inc

Business Address: 4949 Wadotti Rd Stockton, CA 95215

Signature: J c Lee Date: 12/1/25

Name of Signing Official (Print or Type): Jordan Lee

Title of Signing Official: Owner Company Seal:

B-3 CERTIFICATE OF NONSEGREGATED FACILITIES

(BIDDERS/SUBCONTRACTORS)

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

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

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

(a) Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;

(b) Retain such certifications in its files; and

(c) Forward this certification and the following notice to the proposed SUBCONTRACTORs:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Company: AAA Backflow Prevention, Inc

Business Address: 4949 Nadotti Rd Stockton, CA 95215

Signature: J c Lee Date: 12/1/25

Name of Signing Official (Print or Type) : Jordan Lee

Title of Signing Official: Owner

Company Seal:

EXHIBIT "B-4"

B-4 NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To Accompany Bid Form

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.

Signature

12/1/25
Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT B-5

B-5 WORKERS' COMPENSATION INSURANCE CERTIFICATE

(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

Company: AAA Backflow Prevention, Inc

Business Address: 4949 Nadoti Rd Stockton, CA 95215

Signature: J c Lee

Name of Signing Official: Jordan Lee

Title of Signing Official: owner

Date: 12/1/25

Company Seal:

EXHIBIT "B-6"

B-6 CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE

(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))

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

Company: AAA Backflow Prevention, Inc

Business Address: 4949 Nadotti Rd Stockton, CA 95215

Signature: J C Lee

Name of Signing Official: Jordan Lee

Title of Signing Official: Owner

Date: 12/1/25

Company Seal:

B-7 AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

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

Company: AAA Backflow Prevention, Inc

Business Address: 4949 Nadotti Rd Stockton, CA 95215

Signature: J. Lee

Name of Signing Official: Jordan Lee

Title of Signing Official: Owner

Date: 12/1/25

Company Seal:

EXHIBIT "B-8"

B-8 OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

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

AAA Backflow Prevention Inc

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

4949 Nadotti Rd Stockton, CA 95215

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:

Jordan Lee

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know 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.

AAA Backflow Prevention, Inc

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

J Lee — Jordan Lee — 12/1/25

Signature of Company Authorized Individual | Print or Type Name of Authorized Individual | Date

EXHIBIT "B-9"

STATE OF CALIFORNIA
STD.21 (REV.12-93)

B-9 DRUG-FREE WORKPLACE CERTIFICATION

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

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
AAA Backflow Prevention, Inc	47-3050998
BY(Authorized Signature)	DATE EXECUTED
	12/1/25
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Jordan Lee	(877) 226-3509
TITLE	
Owner	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
4949 Nadotti Rd Stockton, CA 95215	

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

B-10 IRAN CONTRACTING ACT CERTIFICATION

~~(Public Contract Code Section 2200 et seq.)~~

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

● The Contractor is not:

(1)Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2)A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

○ The City has exempted the 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: J C Lee Printed Name: Jordan Lee

Title: Owner AgencyName: AAA Backflow Prevention, Inc

Date: 12/1/25

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 No. 24-25-41

ANNUAL CONTRACT FOR BACKFLOW TESTING, REPAIRS, AND MAINTENANCE SERVICES

ADDENDUM NO. 1

Issued: Friday, November 21, 2025

Bids Due: **THURSDAY, DECEMBER 11, 2025 AT 2:00 PM**

Addendum is being issued to provide responses to questions. This addendum becomes part of the RFB 24-25-41 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q1: In the bid documents it says that minor repairs are part of the unit price to test backflows. If later on it starts to leak, are we still responsible for faulty internals for that same backflow?

R1: Contractors will be responsible for all labor in minor repairs. Cost for parts for minor repairs will be paid for by the City by reimbursing the contractor when receipts for parts are included with the invoice to the City.

Labor for major repairs may be billed at contractor's hourly rate and cost for parts for major repairs will be paid for by the City by reimbursing the contractor when receipts for parts are included with the invoice to the City. Before any work is performed on major repairs, contractor must submit to the project manager an itemized cost estimate for approval prior to making any repairs.

Q2: What if a rebuild is needed, how do we bill this? Is this covered under the cost per device in the bid or would this be additional labor that we are allowed to charge?

R2: A rebuild may be billed at contractor's hourly rate.

Q3: If we are called out for an emergency, do we need to respond within 2 hours?

R3: Yes, if the backflow is causing an emergency, we need a response within 2 hours. A 24-hr contact must be provided.

Q4: If a backflow device needs to be replaced, do I need to have my certified backflow tester do the install or can my plumber do the install and my tester do the test?

R4: Plumbers may perform the installation, but the test after repair must be done by a certified backflow tester.

Q5: Is the testing paid at prevailing wage as well, not just the repairs?

R5: All labor is to be paid at prevailing wage rate.

Q6: What classifications should we use for prevailing wage rate?

R6: DIR classification Plumber: Plumber, Steamfitter, Refrigeration Fitter. Rates may be found on the DIR website: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm

Q7: Since this contract will most likely be over $30,000, will there be an exemption from the requirement of hiring an apprentice since backflow testers are required to be certified and apprentices most likely are not certified?

R7: No, the City of Visalia cannot provide an exemption as it is a State of California requirement.

Q8: **When do you anticipate this contract to start?**
R8: Projected start date is 2/1/26.

Q9: **Would you be able to clarify if this project has a PLA (Project Labor Agreement)?**
R9: The City of Visalia has not entered into a Project Labor Agreement for this project. The City has no ordinance requiring or prohibiting such agreements. If a contractor has a Project Labor Agreement with labor unions, it may be used. Please note that this project is considered a public works contract and therefore, subject to registration with the Department of Industrial Relations, payment of prevailing wages, submission of certified payroll records to the Labor Commissioner and other requirements listed in the City of Visalia Labor Compliance Manual which was attached to the RFB.

Q10: **Would a D64 Backflow Testing Repair and Installation contractor's license be acceptable?**
R10: No, bidders must have a C-36 plumbing contractor's license.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: AAA Backflow Prevention, Inc Date: 12/1/25

By: _____
Bidder's Signature

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 No. 24-25-41

ANNUAL CONTRACT FOR BACKFLOW TESTING, REPAIRS, AND MAINTENANCE SERVICES

ADDENDUM NO. 2

Issued: Monday, December 1, 2025

Bids Due: **THURSDAY, DECEMBER 11, 2025 AT 2:00 PM**

Addendum is being issued to provide responses to questions and confirm prevailing wages. This addendum becomes part of the RFB 24-25-41 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q1: What was the previous contract amount?
R1: The previous bid was awarded to AAA Backflow Prevention Inc. in 2020. That contract expired early in 2025. An emergency purchase order was issued to American Inc. to perform the work in 2025. Below are their price amounts:

AAA Backflow Prevention Inc:

Per Specifications RFB-19-20-13	Per Service Cost (Unit Price)	Estimated Annual Quantity	Total Annual Cost
Testing and Reports for Pressure Vacuum Breaker Backflows and Reduced Pressure Backflows including maintenance & minor repair (City pays for parts)	$40.00 per backflow	620	$ 24,800.00
Contractor's Hourly Rate (for repairs beyond routine maintenance & minor repairs if requested by Project Manager)	$ 75.00 per hour	40 hrs	$ 3000.00

American Inc:

Per Specifications RFB-XX-XX-XX	Per Service Cost (Unit Price)	Estimated Annual Quantity	Total Annual Cost
Testing and Reports for Pressure Vacuum Breaker Backflows and Reduced Pressure Backflows including maintenance & minor repair (City pays for parts)	$ 82.00 per backflow	785	$ 64,370.00
Contractor's Hourly Rate (for repairs beyond routine maintenance & minor repairs if requested by Project Manager)	$ 152.00 per hour	40 hrs.	$ 6,080.00

ITEM 2: PREVAILING WAGES

Prevailing wages were checked on Monday, December 1, 2025. There were no updates to the state wages. State wages originally posted with this RFB remain in effect.

END OF ADDENDUM NO. 2
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: AAA Backflow Prevention, Inc Date: 12/1/2025

By: J C Lee
Bidder's Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kosich Insurance Agency, Inc.
3435 Mt. Diablo Blvd., Ste 300
Lafayette CA 94549

CONTACT NAME: Kenneth R Kosich
PHONE (A/C, No, Ext): (925) 284-3911 FAX (A/C, No): (925) 284-3919
E-MAIL ADDRESS: co[illegible]p@kosich.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Omaha National Insurance Compa	16219
INSURER B : Scottsdale Insurance Co	41297
INSURER C : Hartford Accident & Indemnity	22357
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AAA Backflow Prevention, Inc.
4949 E. Hadotti Road
Stockton CA 95215
(209) 931-5253

COVERAGES **CERTIFICATE NUMBER:** Cert ID 19775 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	CPS8126563	01/01/2025	01/01/2026	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
							Errors & Omissions	$	1M/2M
C	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	57UECAE0735	01/01/2025	01/01/2026	MBIN COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ None			CXS4040935	01/01/2025	01/01/2026	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	ONCC07012523-03	01/01/2025	01/01/2026	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
								$	
								$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Visalia, its officers, officials, employees, and agents are included as additional insured for General Liability as required by written contract per the attached endorsement form, CG2038 1219, coverage is primary & non-contributory per the attached endorsement form, CG2001 1219, waiver of subrogation applies per attached endorsement form, CG2453 1219, commercial completed operations wording provided by attached endorsement form, CG2039 1219, and for Auto Liability per attached endorsement form, HA9916 1221 including waiver of subrogation. Waiver of subrogation applies for Workers' Compensation per attached endorsement form, WCOK04WSA 0119.

CERTIFICATE HOLDER

City of Visalia
707 W. Acequia Avenue
Visalia CA 93291

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or
b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT WITH YOU (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional Insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

EXHIBIT "B-8"

B-8 OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

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

AAA Backflow Prevention Inc

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

4949 Nadotti Rd Stockton, CA 95215

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:

Jordan Lee

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know 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.

AAA Backflow Prevention, Inc

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual	Print or Type Name of Authorized Individual	Date
J Lee	Jordan Lee	12/1/25

Visalia City Council

Staff Report

File #: 25-0625 **Agenda Date:** 1/20/2026 **Agenda #:** 16.

Agenda Item Wording:
Award engineering design services - Authorize the City Manager to award and enter into a contract with Brandley Engineering for the engineering design project for the design phase of the Taxilane “A” and “B” and Hangar H3 Row 10 reconstruction project at Visalia Municipal Airport.

Deadline for Action: None

Submitting Department: Administration - Airport

Contact Name and Phone Number:
Jody Miller, Airport Manager, (559)713-4282, Jody.Miller@Visalia.Gov
John Lollis, Assistant City Manager, (559)713-4323, John.Lollis@Visalia.Gov

Department Recommendation:
Staff recommends that the City Council authorize the City Manager to enter into a contract with Brandley Engineering for approved CIP project CP0573 for the design phase of the Taxilane “A” and “B” and Hangar H3 Row 10 reconstruction project at Visalia Municipal Airport.

Background Discussion:
As part of the approved Federal Aviation Administration (FAA) Airport Capital Improvement Plan, the FAA funds the rehabilitation, and if needed, replacement of communal aircraft movement areas at airports nationwide. This project is the design phase of the reconstruction of one of these areas (Taxilane “A” and “B” and Hangar H3 Row 10) at Visalia Municipal Airport.

At its meeting on August 4, 2025, the City Council acted to conditionally accept federal funds via an FAA grant in the amount of $134,520 that would fund the majority of the project, the remaining $7,080 will be split between state funds and airport funds.

At its meeting on November 17, 2025, the Council authorized a professional services agreement between the City and Brandley Engineering for the purpose of providing airport engineering design services and project management for a 5-year contract period. The projects that Brandley administers for the Airport, as well as the vast majority of the Airport’s capital improvement program (CIP) projects, are federally funded. This project is included in exhibit A “Scope of Work” in the attached professional services agreement with Brandley Engineering and is why they were selected for the work.

Staff will return to Council for approval for the construction phase of the project following FAA acceptance of the design phase.

Fiscal Impact:
$141,600 has been appropriated for the project from the Airport fund, of which all but $354 will be

reimbursed via federal and state funding.

Prior Council Action:
August 4, 2025: Conditional Acceptance of Federal Aviation Administration Grant Funds (25-0320)

November 17, 2025: Award Contract for Aviation Engineering Design Services (25-0497)

Alternatives: City Council could act to not authorize the awarding of the contract to Brandley Engineering, and Airport Staff will explore alternative options for project completion.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award and enter into a contract with Brandley Engineering for engineering services associated with the Taxilane “A” and “B” and Hangar H3 Row 10 reconstruction design project.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:
1. Professional services agreement
2. Breakdown of engineering costs

PROFESSIONAL SERVICES AGREEMENT

Professional, Architectural and Design/Engineering Services associated with Airport Development Projects for the Visalia Municipal Airport

This Agreement, entered into this 23 day of December, 2025, by and between the City of Visalia, hereinafter referred to as the "CITY", and Brandley Engineering, Inc hereinafter referred to as the "CONSULTANT" will remain valid through Dec 31st 2030

W I T N E S S E T H

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

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

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

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, for the cost identified in individual task orders and the standard billing rates established in Exhibit B.

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 "C" - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within five (5) days following receipt of fully executed Agreement and Notice to Proceed and shall complete the work within the timeframes outlined in" each purchase order, unless otherwise extended in writing by CITY, in its sole discretion (to be altered if negotiated timeframes).

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. CONSULTANT shall be compensated for engineering services rendered hereunder as provided in each Supplemental Services Agreement hereinafter executed as the projects are approved/scheduled.

B. Payment of Compensation: The CONSULTANT shall be compensated according to the progress payment schedule set forth in each purchase order upon completion of percentage of each noted phase. 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 Visalia Municipal Airport 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: Damon Brandley or Melissa Brandley 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 ten (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 subconsultants, 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 subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant 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. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. INDEMNIFICATION AND INSURANCE

A. 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, defense costs, liability or consequential damages to the extent caused by CONSULTANT's negligent acts, errors or omissions 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. Consultant has no obligation to pay for any of the City's defense related costs prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon comparative fault of the Consultant in conformance with California Civil Code 2782.8

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

C. 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, employees, and representatives from and against any and all claims, demands, defense costs, liability, or consequential damages to the extent caused by 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.

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. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, 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.

XIII. 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 Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

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

C. 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.

D. 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.

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

CONSULTANT
Brandley Engineering
6125 King Rd. Ste 201
Loomis CA, 95650
Attention: Melissa Brandley

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

Melissa Brandley, CFO, Secretary 11-21-2025

Approved as to Form

City Attorney

Risk Manager

Project Manager

Attachments:

Exhibit "A"- Scope of Work

Exhibit "B"- Projected Projects

Exhibit "C"- Brandley Engineering Standard Billing Rates

Exhibit "A": Scope of Work

The solicited scope of services includes, but is not limited to, the following tasks:

- Assist in preparation and development of the Airport Capital Improvement Plan (ACIP).
- Prepare necessary applications and documentation for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funding.
- Architecture, landscape architecture, and associated engineering; airfield civil and electrical engineering for ACIP projects including Terminal, Runways, and Taxiways and associated tasks.
- Architecture, landscape architecture, and associated engineering for projects in addition to the ACIP, such as hangars, parking lots, and other airport projects as may be deemed appropriate.
- Comprehensive Land Use Studies.
- Cat Ex environmental studies
- Miscellaneous airport engineering and consulting support services as may be required from time to time by the City of Visalia. These consultant services may include representing the City in discussions with FAA regarding the work program, grant requirements and project documentation.
- Current AIP Projects funded and under construction include:
    - Pavement Maintenance Management Plan (PMMP)
    - Replacement Airfield Sweeper
    - Reconstruct Taxilane A, Mark T/W E Connector with No-Taxi Island Design Phase
- Future AIP projects include but are not limited to:
    - Architectural Design Reconstruct General Aviation Terminal
    - Reconstruct Taxilane A, Mark T/W E Connector with No-Taxi Island Construction Phase
    - Reconstruct Tiedown Apron A3 Design and Construction Phase
    - Reconstruct Hangar H1 Taxilanes Row 3,4,7 and Hangar H2 Row 9 Design and Construction Phase
    - Reconstruct General Aviation Terminal Building
    - New Midfield Apron Development Phase 1 Design and Construction Phase
    - Expand West Cargo Apron, New Taxiway Connector Design and Construction Phase
    - Other miscellaneous airport engineering projects

Exhibit "B": Projected Upcoming Airport Projects

VISALIA MUNICIPAL AIRPORT
VISALIA, CALIFORNIA

AIRPORT CAPITAL IMPROVEMENT PROGRAM - 2025-2050

SUMMARY OF PROJECT COSTS
(Based on 2024 Unit Prices)

Project Priority No.	Shown on ALP	Project Type	Development Year	Environmental	Development Type	Description	Delivery Method	Selected Bid Date	PCI - 2012	Ranked Priority Rating Code	Construction Cost	Engineering and Administration	Total Project Cost	FAA Participation: AIP Entitlement	FAA Participation: AIP (Other) State/Discr	FAA Participation: AVG Allocated	FAA Participation: ATP Competitive	State Participation	Sponsor Participation	Available FAA Funds: AIP Entitlement	Available FAA Funds: AIG Allocated
				Approved 11-14-24	Construction	Reconstruct Taxilane A (35' x 1,314') and Mark TWY E Connector with No-Tax Island	DBB	Mar-26												$ 184,800	
1		D	2024			FAA Eligible - Reconstruct Taxilane A (35' x 647') - Base Bid			55	TL RC IM = 63	$ 474,090	$ 206,000	$ 1,082,090	$ 800,934		$ -	$ -	$ 61,399	$ 2,705		
	Yes					FAA Eligible - Reconstruct Taxilane A (35' x 647') - Alternate 1			72	TL RC IM = 63					$ 627,262						
	Yes					FAA Eligible - Mark TWY E Connector with No-Tax Island - Base Bid					9,800	3,000	12,800	12,160				639	32		
	Yes					FAA Ineligible - Rehabilitate TL A Shoulders (18' x 1,314')			72	TL RC IM = 63	156,240	31,000	187,240	-	-	-	+	+	187,240		
2	Yes	D	2026	Approved 11-14-24	Design	Reconstruct Tiedown Apron A3	DBB														
						Reconstruct Tie Down Apron A3 (20,400 sq. Yds.)			73	AP RC IM = 66	-	382,000	382,000			354,000	-	-	28,000		
3	Yes	D	2026	Submit 2026	Design	Architectural **Design Reconstruct General Aviation Terminal (4650 Sq. Yds.)**	DBB		~	TE CA CC = 45		300,000	300,000						15,000		
						TOTAL - 2026					$ 1,042,140	$ 922,000	$ 1,964,140	$ 813,094	$ 627,262	$ 354,000	$ 285,000	$ 62,397	$ 281,187	$ 613,094	$ 1,050,062
4	Yes	D	2027	Approved 11-14-24	Construction	Reconstruct Tiedown Apron A3 (20,400 Sq. Yds.)	DBB	Mar-27													
						Reconstruct Tie Down Apron A2 - Base Bid A(3 (4,625 Sq. Yds.)			72	AP RC IM = 66						$ 523,201	$ -				
						Reconstruct Tie Down Apron A3 - Base Bid A(F (1,022 Sq. Yds.)					$ 2,915,050	$ 255,000	$ 3,170,050	$ 160,000				$ 101,482	$ 216,519		
						Reconstruct Tie Down Apron A3 - BM Alternate (14,888 Sq. Yds.)									$ 1,879,844						
						TOTAL - 2027					$ 2,915,050	$ 255,000	$ 3,170,050	$ 160,000	$ 1,879,844	$ 523,201	$ -	$ -	$ 101,482	$ 216,519	$ 160,000	$ 523,201
5	Yes	D	2028	Submit 2025	Design	Reconstruct Hangar H1 Taxilanes Rows 5, 6, and 7 and Hangar H2 Row 8 - (35' x 4,160' eligible)	DBB		48-66	TL RC IM = 66	$ -	$ 700,000	$ 700,000	$ 160,000	$ 2,100	$ -	$ -	$ 7,895	$ 8,394		
6	Yes	D	2028	Submit 2025	Construction	Reconstruct General Aviation Terminal Building (450 Sq. Yds.)	DBB	Mar-27	~	TE CA CC = 45	2,000,000	400,000	2,400,000	-	-	-	2,240,700	-	159,300		
						TOTAL - 2028					$ 2,000,000	$ 1,100,000	$ 3,100,000	$ 160,000	$ 2,100	$ -	$ 2,240,700	$ 7,895	$ 167,694	$ 160,000	$ -
7	Yes	D	2029	Submit 2027	Construction	Reconstruct Hangar H1 Taxilanes Rows 3, 4, and 7 and Hangar H2 Row 9	DBB	Mar-28													
						FAA Eligible (22' x 1,465')			49-60	TL RC IM = 63	$ 1,000,000	$ 153,000	$ 1,197,000	$ 160,000	$ 918,300	$ -	$ -	$ 63,418	$ 55,281		
						FAA Ineligible			~		490,000	105,000	595,000	-	-	-	-	-	595,000		
						TOTAL - 2029					$ 1,490,000	$ 791,000	$ 1,792,000	$ 160,000	$ 918,300	$ -	$ -	$ 63,418	$ 650,281	$ 160,000	$ -
8	Yes	D	2030	Submit 2028	Design	New Midfield Apron Development Phase I; Remove/Relocate Helicopter Parking; Add Access Road	DBB														
						Remove/Relocate Helicopter Parking (4 zero parking spaces) (7,656 sq. yd.)				HE BA CC = 71		$ 160,000	$ 160,000	$ 160,000	$ 1,200			2 7,659	$ 8,340		
						New Helicopter Support Vehicle Access Road (24' x 830')				AP 27 CC = 67		72,000	72,000		64,800				2,340		
						TOTAL - 2030					$ -	$ 240,000	$ 240,000	$ 160,000	$ 66,000	$ -	$ -	$ 10,000	$ 10,380	$ 160,000	$ -
9	Yes	D	2031	Submit 2029	Construction	New Midfield Apron Development Phase I; Remove/Relocate Helicopter Parking (4 New parking spaces, 7,800 Sq. Yds.)	DBB	Mar-31													
						New Helicopter Support Vehicle Access Road (30' x 830')				HE BA CC = 71	$ 1,030,000	$ 209,000	$ 1,239,000	$ 160,000	$ 964,200			$ 66,710	$ 68,090		
						TOTAL - 2031				AP 27 CC = 67	281,000	81,000	362,000	-	325,800			14,290	19,910		
											$ 1,311,000	$ 290,000	$ 1,601,000	$ 160,000	$ 1,290,000	$ -	$ -	$ 72,000	$ 88,000	$ 160,000	$ -
10		D	2032	Submit 2030	Design	Remove and Replace AC on West Cargo Apron and Expand West Cargo Apron, New Taxiway Connector	DBB														
	Yes					Remove and Replace AC on West Cargo Apron (18,600 sq yd.) - PCI 62 in 2012			62	AP RE IM = 66	$ -	$ 227,000	$ 227,000	$ 160,000	$ 64,300	$ -	$ -	$ 10,215	$ 12,485		
	Yes					Expand West Cargo Apron (18,600 sq. yd.)			~	AP CA EX = 66	-	242,000	582,000	-	524,600	-	-	75,340	13,940		
	Yes					New Taxiway Connector (66' x 166')			~	TW GA CC = 76		91,000	91,000	-	27,000	-	-	4,845	1,705		
						TOTAL - 2032					$ -	$ 560,000	$ 810,000	$ 160,000	$ 615,900	$ -	$ -	$ 90,400	$ 28,130	$ 160,000	$ -
11		D	2033	Submit 2031	Construction	Remove and Replace AC on West Cargo Apron and Expand West Cargo Apron, New Taxiway Connector	DBB	Mar-33													
	Yes					Remove and Replace AC on West Cargo Apron (18,600 sq. yd.)			62	AP RE IM = 66	$ 2,415,000	$ 469,500	$ 2,874,500	$ -	$ 2,584,620	$ -	$ -	$ 121,330	$ 168,675		
	Yes					Expand west Cargo Apron (18,600 sq. yd.)			~	AP CA EX = 66	2,420,000	440,000	2,860,000	160,000	2,442,000	-	-	$ 20,670	$ 267,330		
	Yes					New Taxiway Connector (33' x 166')			~	TW GA CC = 73	160,000	31,000	191,000	-	171,900	-	-	$ -	$ 19,100		
						TOTAL - 2033					$ 4,995,000	$ 940,500	$ 5,945,500	$ 160,000	$ 5,200,500	$ -	$ -	$ 160,000	$ 444,605	$ 160,000	$ -
						TOTAL PROJECT COSTS					$ 13,756,190	$ 3,912,000	$ 17,670,190	$ 1,593,094	$ 10,193,706	$ 1,969,201	$ 2,670,700	$ 470,293	$ 1,814,340		

Exhibit "C"

BRANDLEY ENGINEERING

STANDARD BILLING RATES

JANUARY 2025

Personnel

Principal Engineer	$300.00/Hour
Senior Engineer	$190.00/Hour
Junior Engineer	$130.00/Hour
Senior Drafter	$120.00/Hour
Junior Drafter	$100.00/Hour
Laboratory Technician	$90.00/Hour
Laboratory Apprentice	$50.00/Hour
Project Administrator	$100.00/Hour
Clerical	$85.00/Hour
Resident Engineer	$200.00/Hour*
Senior Inspector	$180.00/Hour*
Apprentice	$95.00/Hour*

Travel and Vehicle Rental

Per Diem	$230/Day**
Vehicle Rental	$50.00/Day + $0.70/Mile***

Subconsultants

Consulting Services, Testing Services	Cost + 10%

*Resident Engineer, Senior Inspector and Apprentice rates subject to change based on future increases to published DIR Prevailing Wage Rate

**Subject to change based on U.S. General Services Administration (GSA) Per Diem Rates plus applicable taxes.

***Subject to change based on IRS standard rate for mileage

VISALIA MUNICIPAL AIRPORT
CITY OF VISALIA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - DESIGN

BREAKDOWN OF ENGINEERING COSTS

Reconstruction of Taxilane A
Mark Taxiway E Connector with No Taxi Island

Environmental Document - Categorical Exclusion

NEPA Project Manager				$ 5,100.00	
Brandley Supervision 10%				510.00	
Principal Engineer	1.25	Hrs @	300.00	375.00	
Total Environmental Documentation				$ 5,985.00	
Total Environmental Documentation - Use					$ 6,000.00

Topographic Surveys

Topographic Surveys				$ 20,045.00	
Brandley Supervision 10%				2,004.50	
Total Topographic Surveys				$ 22,049.50	
Total Topographic Surveys - Use					22,000.00

Geotechnical Studies

Mobilization				$ 2,200.00	
Truck Drill - 2 Man Crew	7	Hrs @	$ 460.00	3,220.00	
Per Diem - 2 Man Crew	1.5	days @	480.00	720.00	
Materials				390.00	
Brandley Supervision 10%				653.00	
Senior Engineer (Field)	16.0	Hrs @	190.00	3,040.00	
Senior Engineer Per Diem	1.0	day @	233.00	233.00	
Mileage	450.0	Miles @	0.670	301.50	
Geotechnical Engineer (Lab)	10.0	Hrs @	300.00	3,000.00	
Senior Engineer (Lab)	20.0	Hrs @	180.00	3,600.00	
Outside Laboratory Soils Tests				500.00	
Total Geotechnical Studies				$ 17,857.50	
Total Geotechnical Studies - Use					18,000.00

Engineering Design:

Engineering Services up through Preparation of Plans, Specifications, and Reports

Principal Engineer	110.0	Hrs. @	$ 300.00	$ 33,000.00	
Senior Engineer	157.0	Hrs. @	180.00	28,260.00	
Junior Engineer	162.0	Hrs. @	120.00	19,440.00	
Project Administrator	51.0	Hrs. @	100.00	5,100.00	
Clerical	51.0	Hrs. @	85.00	4,335.00	
Miscellaneous - Printing, Shipping, etc.				500.00	
Total Engineering Design				$ 90,635.00	
				Use	90,600.00
Total Engineering Fees					$ 136,600.00

VISALIA MUNICIPAL AIRPORT
CITY OF VISALIA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - DESIGN

BREAKDOWN OF ADMINISTRATIVE COSTS

Reconstruction of Taxilane A
Mark Taxiway E Connector with No Taxi Island

Salaries - City of Visalia/Visalia Municipal Airport	$ 4,500.00	
Miscellaneous Expenses	500.00	
Total Administrative Costs		$ 5,000.00

VISALIA MUNICIPAL AIRPORT
VISALIA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - DESIGN

Reconstruction of Taxilane A
Mark Taxiway E Connector with No Taxi Island

SUMMARY OF PROJECT COSTS

Engineering:			
Environmental Document - Cat Ex	$ 6,000.00		
Topographic Surveys	22,000.00		
Geotechnical Studies/Pavement Designn	18,000.00		
Engineering Design and Preparation of Plans and Specifications	90,600.00		
Total Engineering Costs		$	136,600
Administration			5,000
Total Project Costs		$	141,600
F.A.A. Participation		$	134,520
Sponsor Participation		$	354
State Participation		$	6,726

Visalia City Council

Staff Report

File #: 25-0603 **Agenda Date:** 1/20/2026 **Agenda #:** 17.

Agenda Item Wording:
Notice of completion - Request authorization to file the notice of completion for the Valley Strong Ballpark Outfield Fence & Batter's Eye Replacement Project.

Prepared by:
Bryce Nagel, Assistant Engineer, (559) 713-4197, bryce.nagel@visalia.gov
Rebecca Keenan, Senior Civil Engineer, (559) 713-4541, rebecca.kennan@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 the filing of the Notice of Completion for the Valley Strong Ballpark Outfield Fence & Batter's Eye Replacement Project.

Summary:
The Outfield Fence & Batter's Eye Replacement Project replaced approximately 290 lineal feet of existing, 12-foot-tall outfield fence. The project attached new 12-foot-tall fence panels to new steel posts; reconstructed approximately 41 lineal feet of an existing iron-framed gate and fence; and reconstructed the north face of the existing red storage barn that makes up a portion of the outfield fence line, all located at Valley Strong Ballpark. This project also included installation of athletic padding on the fence and the removal and replacement of the existing batter's eye structure. The improvements were constructed to comply with Minor League Baseball/Major League (MiLB/MLB) requirements. The construction contract was awarded to Forcum/Mackey Construction, Inc. in the amount of $915,000 with the final project cost totaling $916,990.12.

Background Discussion:
On February 25, 2025, the City of Visalia Purchasing Division issued RFB 24-25-42 to obtain bids for the construction of the Valley Strong Ballpark Outfield Fence & Batter's Eye Replacement Project. On March 25, 2025, the City received no bid packages in response to this solicitation. As allowed by the City's purchasing policy, the City requested bids from two potential bidders for the project as RFB 24-25-42A. On April 22, 2025, the City received two bids in response to this second solicitation. Forcum/Mackey Construction, Inc., submitted a total bid amount of $915,000, and Seals Construction Inc. submitted a total bid amount of $1,290,000. Forcum/Mackey Construction, Inc., was determined to be the lowest bidder by comparing the "total bid amount" of each bidder. The low bid was 27% under the engineer's estimate of $1,250,000.

The Outfield Fence & Batter's Eye Replacement Project replaced approximately 290 lineal feet of existing, 12-foot-tall outfield fence. The project attached new 12-foot-tall fence panels to new steel posts; reconstructed approximately 41 lineal feet of an existing iron-framed gate and fence; and reconstructed the north face of the existing red storage barn that makes up a portion of the outfield

fence line, all located at Valley Strong Ballpark. The project also included the removal & replacement of the existing batter's eye structure. The new outfield fence was constructed of wood sheathing, attached to galvanized pipe posts that are set in 7-foot-deep footings. The side of the fence that is facing the play field is covered with 3-inch-thick padding, in compliance with MiLB/MLB requirements. The fence is supported by 2"x6" wood wind girts, which provide the lateral support to resist wind loads and impacts. The backside metal paneling was installed to dissuade climbing or tampering with the fence. A small storm drain system was incorporated to provide drainage to the area just south of the existing outfield entry gate. This gate is the main access point for field maintenance, and the dirt area becomes muddy during rain events. The new storm drain system will direct the water away from the entrance gate and provide better operations.

The project was issued with one bid item, "total bid amount", for all work included in RFB 24-25-42A to meet Minor/Major League Baseball requirements. The RFB also included three (3) deductive alternatives to provide potential cost saving items to be implemented, depending on the bids received. The following are the three (3) deductive alternatives:

1. Deductive - Metal Paneling at Back of Batter's Eye (east side)
2. Deductive - Metal Paneling at Back of Fencing System (exterior side)
3. Deductive - Storm Drain System

Upon staff review of the bids with the owners of the Visalia Rawhide team, First Pitch Entertainment (FPE), the project team recommended awarding the total bid amount of $915,000. The City Council awarded this contract to Forcum/Mackey Construction, Inc. at the May 5, 2025 meeting in the amount of $915,000.

There were two (2) construction change orders processed for the project, resulting in a total construction cost of $916,990.12. The total construction change orders amounted to $1,990.12 (0.22%). The following is a breakdown of the construction change orders.

Errors & Omissions (E & O)	$ 0	0.00%
Utilities (UT)	$ 0	0.00%
Balance of Quantities (BQ)	$ 0	0.00%
Unforeseen Conditions (UN)	$ 33,490.12	3.66%
Owner Directed Change in Scope (CoS)	($31,500.00)	-3.44%
TOTAL:	$1,990.12	0.22%

Owner Directed Change in Scope (CoS):
The change in scope directed by the City incorporated deductive alternate no. 1 in the amount of -$31,500.00 as a change order. Applying deductive alternative no. 1 eliminated the metal paneling from the back of the batter's eye. Since the batter's eye will be subject to impacts from flying baseballs, eliminating the back metal paneling will simplify any needed replacement and/or repair any dented front panels.

As directed by Council, staff was able to develop a maintenance agreement with FPE to address any issues related to nesting birds, debris and any other unsightly issues that may arise from leaving the rear paneling off of the batter's eye. In the agreement FPE has agreed to maintain the batter's eye and keep it clean of any nests.

Unforeseen Conditions (UN):
The change in scope due to unforeseen conditions includes an array of items that were found during the project. This first included removing and rerouting existing conduits and fiber cables that were found during potholing that conflicted with the proposed batter's eye footings, rerouting them outside of the footing areas. The second unforeseen circumstance was discovered while replacing the siding for the existing camera booth. Crews found that the framing for the camera booth was unsafe and did not meet current building code requirements. This led to a full redesign and a reframe of the camera booth. The third unforeseen condition was found during the drilling of the caisson footings for the batter's eye, pockets of sand were discovered that were not included in the geotechnical report in the bid. This led to the contractor having to vacuum the sand out of the footings and use extra concrete. The last unforeseen condition during the project was during construction of the storm drain system phase. The contractor discovered the main irrigation lines to the outfield of Valley Strong Ballpark would conflict with the proposed drain inlet. To accommodate the irrigation line, the storm drain inlet needed to be relocated causing the gate slab to be extended. The total cost for unforeseen conditions is $33,490.12

Fiscal Impact:
This project has a current budget of $1,175,700 from the Baseball Fund which is subsidized by the General Fund. The total budget for completion of the Outfield Fence & Batter's eye project included the contract amount awarded to Forcum/Mackey, contingency, and support costs such as professional design services and materials testing services. The budget is further broken down in Table 1 below. This is one of three projects covered under the agreement that was executed in 2024 between the City of Visalia and First Pitch Entertainment, LLC. That agreement covered projects related to upgrading the sports lighting to LED (recently completed); the Outfield Wall/Padding/Batter's Eye (this project); and the Clubhouse/Batting Cage (approved by City Council on August 8, 2025). An overall budget update of these three projects is shown below in Table 2.

TABLE 1 - Project Budget Summary

Outfield Fence with Padding + Batter's Eye (CP0641)	
Current Budget:	
Baseball Fund	$1,175,700.00
Project Cost:	
Design	**Cost**
Consultant	$ 142,000.00
Misc. pre-construction costs	$ 3,051.10
Design Subtotal:	**$ 145,051.10**
Construction	
Forcum/Mackey Original Cost	$ 915,000.00
Change Orders	$ 1,990.12
Construction Subtotal:	**$ 916,990.12**
Construction Support	

Materials Testing, Special Inspections & S	$ 14,657.70
Construction Support Subtotal	**$ 14,657.70**
Total Expenses	**$1,076,698.92**
Surplus returned to Baseball Total Proj	**$ 99,001.08**

TABLE 2
Valley Strong Ballpark 3-Project Cost Summary

CP0642 - Lighting Final Cost Budget	**$ 845,200.00**
"MiLB Lighting Upgrades LED upgrade 8 poles + Accent Lighting 4 poles FINAL COST"	$ 845,200.00
Lighting Total:	**$ 845,200.00**
Amount returned to Baseball Total	**$ 0.00**
CP0641 - Outfield Fence & Batter's Eye Final Budget	**$1,175,700.00**
Bid Award Amount	$ 915,000.00
Change Orders	$ 1,990.12
Support Costs	$ 159,708.80
Outfield Fence & Batter's Eye Total:	**$1,076,698.92**
Amount returned to Baseball Total	**$ 99,001.08**
CP0758 - Clubhouse & Batting Cage Estimate Budget	**$5,976,052.00**
Construction Cost	$5,089,982.36
FF&Es	$ 130,000.00
Construction Contingency (4.5%)	$ 235,700.00
Support Costs	$ 520,370.00
Clubhouse & Batting Cage Total:	**$5,976,052.00**
Estimated amount to be returned to Baseball Total	**$0**
Estimated Budget Total 3 Projects (per this update)	**$7,996,952**
Estimated Total Project Costs	**$7,897,951**
COV - FPE Contract Budget	$7,656,698
Project Costs Over Contract (Overage split City/FPE)	-$241,253
City Share	$120,626.50
FPE Share	$120,626.50

Prior Council Action:

August 8, 2025: City Council approved Construction Proposal for Phase 2, Task 2 - Clubhouse & Related Site work by the Design Builder, 4CGlobal Inc. dba 4 Creeks Build in the amount of $3,222,783.52 and appropriated $1,335,324 from the Baseball Fund and transferred funds in the amount of $298,700 from existing projects.

May 5, 2025: City Council awarded the Outfield Fence & Batter's Eye Replacement construction contract and authorized the City Manager to sign the agreement with Forcum/Mackey Construction, Inc., and appropriated $1,223,800 from the Baseball Fund.

October 7, 2024: City Council voted to approve Contract Amendment No. 2 to Zeltmacher Structural Design Engineering Inc. for design services related to the outfield fence replacement project, and the Batter's Eye, in the amount of $35,800 and to appropriate $855,600 from the baseball fund.

Other: NA

Alternatives: None recommended.

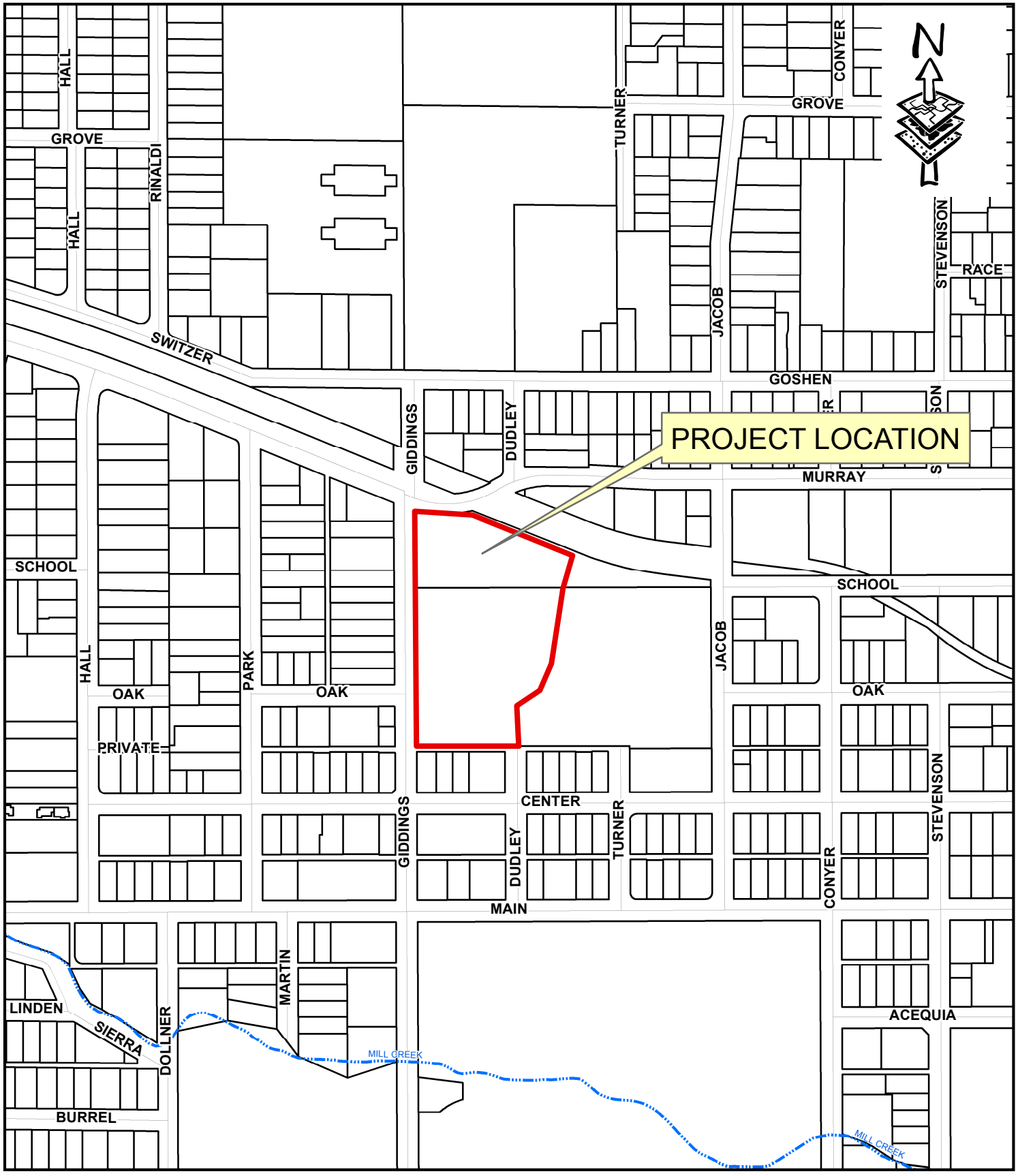
Recommended Motion (and Alternative Motions if expected):
I move to authorize the City to file a notice of completion for the Valley Strong Ballpark Outfield Fence & Batter's Eye Replacement Project.

Environmental Assessment Status: None required.

CEQA Review: City of Visalia environmental document #2024-17, notice of exemption for the Recreation Ballpark fence replacement was filed at the Tulare County Assessor/Clerk-Recorder's office on May 9, 2024.

Deadline for Action: 1/20/2026

Attachments:
1. Location Map
2. Architect's Substantial Completion Letter
3. Photos



VISALIA

LOCATION MAP
VALLEY STRONG BALLPARK OUTFIELD FENCE & BATTER'S EYE REPLACEMENT PROJECT

ATTACHMENT 1

Substantial Completion

PROJECT:

Valley Strong Ballpark
Outfield Fence & Batter's Eye
Replacement Project

Date : December 19, 2025

Zeltmacher Project No.: 24-89.02
City of Visalia RFB 24-25-42
CoV Project No.: 1570-72000/CP0641-999

CLIENT:

City of Visalia
315 E. Acequia Ave.
Visalia, CA 93291

Zeltmacher has discussed Construction Progression with City of Visalia Staff during the Construction of the Subject Project and on December 1, 2025 Zeltmacher attended a Punch List Site Visit.

Based on communications with the City of Visalia and Site Visit on 12/1/2025 it is Zeltmacher's opinion that the construction is substantially complete and ready for the intended use.

Please contact our office with any questions on this matter. Zeltmacher would like to thank you for the opportunity to provide Professional Services to the City of Visalia.

Very kind regards,

REGISTERED PROFESSIONAL ENGINEER
MICHAEL JOSEPH AUCHTER
C64422
DATE SIGNED:
12/19/2025
CIVIL
STATE OF CALIFORNIA

Michael Auchter, PE
Senior Engineer
Zeltmacher Structural Design Engineering

40

VALLEY STRONG

405

ULTRA

Visalia City Council

Staff Report

File #: 25-0610 **Agenda Date:** 1/20/2026 **Agenda #:** 18.

Agenda Item Wording:
Park project notice of completion - Request authorization to file a partial notice of completion for the booster pump installation project at various parks.

Submitting Department: Parks and Recreation Department

Prepared by: Daryl Tillman, Park Maintenance Supervisor 713-4435; daryl.tillman@visalia.city; Ivan Nicar, Parks and Facilities Manager 713-4564; ivan.nicar@visalia.gov; Jason Glick, Parks and Recreation Director 713-4042; jason.glick@visalia.city

Department Recommendation: Staff recommends that the City Council authorize the filing of a partial notice of completion for the booster pump installation project at various parks with Quality Landscape Construction, Inc.

Summary:
The scope of work included a construction contract for the installation of new irrigation booster pumps at Blain, Burke, Jefferson, Pinkham, Riverbend, and Summers Parks. The contract was awarded to Quality Landscape Construction, Inc. at the April 15, 2024, City Council meeting in the amount of $434,830.00.

During installation at Summers Park, the contractor encountered an unforeseen electrical issue that required coordination with Southern California Edison. An additional electrical leg is necessary, as the booster pump requires higher amperage to operate properly. Due to delays associated with the installation of this additional electrical leg, work at Summers Park has not yet been completed.

As a result, the contractor has requested partial completion of the project, as retention payment for work already completed is currently being withheld.

Background Discussion:
At the December 20, 2021, City of Visalia Council Work Session, City Council approved the appropriation of $29,364,455 from the American Rescue Plan Act (ARPA), including $1,250,000 allocated for citywide park irrigation improvements. These funds are being used to complete several park projects, including booster pump installations, irrigation system upgrades, and landscape restoration.

Staff identified Blain, Burke, Jefferson, Pinkham, Riverbend, and Summers Parks as needing a booster pump and irrigation upgrades. These parks rely on California Water Service (Cal Water) as the point of connection for irrigation water. Currently, the irrigation systems operate solely on the water pressure provided by Cal Water, which does not allow the systems to function efficiently. The installation of new booster pumps will increase water pressure, improve irrigation efficiency, reduce system run times, and ensure adequate water application throughout the parks.

Request for Bids (RFB) 24-25-19 for the installation of new irrigation booster pumps was advertised on October 4 and October 9, 2024. Two mandatory pre-bid meetings were held on October 10 and October 15, 2024, during which staff answered contractor questions and conducted site tours to review existing infrastructure.

On Thursday, October 31, 2024, the City received bids from three (3) contractors, as summarized in the bid results below. Quality Landscape Construction, Inc. of Visalia, California, was determined to be the qualified low bidder for the RFB 24-25-19 park booster pump installation project.

- Quality Landscape Construction Inc, Visalia, CA $395,300.00
- Clean Cut Landscape Inc, Clovis, CA $436,746.00
- Truxell & Valentino Landscape Development Inc, Fresno, CA $436,839.00

Fiscal Impact: The fiscal impact for RFB 24-25-19, a construction contract for services at Blain, Burke, Jefferson, Pinkham, Riverbend, and Summers Parks, is funded by the American Rescue Plan Act (ARPA) fund 642, with a total budget allocation of $1,250,000.00. One change order was issued for the project and was reviewed and approved by the City's Change Order Review Committee.

The Booster Pump Installation Project in various parks

Fund 642 - ARPA Fund	$395,300.00
Actual Construction Costs	
Quality Landscape Construction, Inc. Quality Landscape Construction Inc.	$331,834.89
Quality Landscape Construction, Inc. Change Order #1	$974.00
Legal Advertisement	$ 57.43
Total Project Costs (to-date) * Remining costs will occur after Cal Water connection.	$332,866.32

Prior Council Action: April 15, 2024 - City Council authorized the City Manager to award and enter into a service agreement with Quality Landscape Construction, Inc. for the booster pump installation project at various parks.

Other: None

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of a partial notice of completion for the booster pump installation project at various parks with Quality Landscape Construction, Inc.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: Site photos

Recording requested by and
Please mail instrument to:

City of Visalia
315 E. Acequia Ave.
Visalia, CA 93291
Attn: City Engineer

This instrument benefits City only. No fee required per Government Code Section 6103

Project
Partial Notice of Completion

NOTICE IS HEREBY GIVEN by the City of Visalia, a Municipal Corporation of the State of California, located at 315 E. Acequia Avenue, Visalia, California, 93291, Owner in fee of the property, that the work of improvement on the property described as:

VARIOUS PARK BOOSTER PUMP INSTALLATION PROJECT (PROJECT NO. 3880-72000/CP0763-999) under the contract agreement entered into with Quality Landscape Construction, Inc., dated 04/15/2024, as a whole was completed on 7/29/2025, and the City of Visalia hereby accepts said work.

Christopher Crawford, City Engineer and agent of the City of Visalia, deposes and says that he has read said Notice of Completion and knows the contents thereof, and that the same is true of his own knowledge; that he makes this affidavit for and on behalf of the City of Visalia.

_____
Date

CITY OF VISALIA

BY _____
Christopher Crawford
City Engineer

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

State of California
County of Tulare

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
Date

_____
Notary Signature

Figure 1 – New irrigation booster pump installed at Riverbend Park

Figure 2 – New irrigation booster pump installed at Pinkham Park

Figure 3 – New irrigation booster pump installed at Burke Park

Figure 4 – New irrigation booster pump installed at Blain Park (Pump #1)

Figure 5 – New irrigation booster pump installed at Blain Park (Pump #2)

Figure 6 – New irrigation booster pump installed at Jefferson Park

Visalia City Council

Staff Report

File #: 25-0612 **Agenda Date:** 1/20/2026 **Agenda #:** 19.

Agenda Item Wording:
Park project notice of completion - Request authorization to file a notice of completion for the Stonebrook Park shade structure design and installation services project.

Prepared by: Daryl Tillman, Park Maintenance Supervisor 713-4435; daryl.tillman@visalia.city Ivan Nicar, Parks and Facilities Manager 713-4564; ivan.nicar@visalia.gov Jason Glick, Parks and Recreation Director 713-4042; jason.glick@visalia.city

Department Recommendation: Staff recommend that the City Council authorize the filing of a notice of completion for the Stonebrook Park shade structure design and installation services project with Bakersfield Paving, Inc.

Summary:
Staff recommend that the City Council authorize the filing of a notice of completion for the Stonebrook Park shade structure design and installation services project with Bakersfield Paving, Inc.

Background Discussion:
On March 12 and March 19, 2024, the City solicited bids by advertising in the Visalia Times-Delta and posting the request for proposals (RFP) on Bid-Net. The City also emailed RFP notices to contractors on the City's construction projects list to participate in this bid process.

Two mandatory pre-bid meetings were held on March 27 and March 28, 2024, at Stonebrook Park, attended by several contractors. During these meetings, staff reviewed the bid specifications, discussed the mandatory requirements established by the California Department of Industrial Relations, and addressed questions from contractors. Additional questions were submitted by contractors following the meetings, which staff carefully reviewed and responded to in a separate addendum.

On April 11, 2024, the City received one proposal from Bakersfield Paving Inc. A selection committee was formed and met on April 30, 2024.

The selection committee conducted a two-part review of the designs. In the first phase, proposals were evaluated against the design criteria established in RFP #23-24-12F. The committee determined that the proposal submitted by Bakersfield Paving Inc. met the RFP's design criteria. Staff then submitted the results to the Purchasing Division, and the sealed cost proposal was released to the selection committee for review.

The committee reconvened on May 8, 2024, to evaluate the cost proposal and concluded that the Bakersfield Paving Inc. submission met the requirements of RFP #23-24-12F and the needs of the community.

Fiscal Impact: The fiscal impact for the Stonebrook Park shade structure design and installation services project was part of the American Rescue Plan Act (ARPA), of which $3,900,000.00 was budgeted for park improvements in Fund 388 (Project No. 3880-72000/CP0763-999). There were no change orders for the Stonebrook Park Project.

Stonebrook Park playground shade structure design and installation services project CIP 3880-72000/CP0763-999

Fund 388 - ARPA Fund	$140,116.71
Actual Construction Costs	
Bakersfield Paving Inc.	$139,572.74
Legal Advertisement	$57.43
Building Permit	$486.54
Total Project Costs	$140,116.71

Prior Council Action: April 15, 2024 - Council authorized the City Manager to award and enter into a construction contract with Bakersfield Paving Inc. for the Stonebrook Park shade structure design and installation services project.

Other: None

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of a notice of completion for the Stonebrook Park shade structure design and installation services project with Bakersfield Paving, Inc.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: Draft Notice of Completion, Site Photos

Recording requested by and
Please mail instrument to:

City of Visalia
315 E. Acequia Ave.
Visalia, CA 93291
Attn: City Engineer

This instrument benefits City only. No fee required per Government Code Section 6103

Project
Notice of Completion

NOTICE IS HEREBY GIVEN by the City of Visalia, a Municipal Corporation of the State of California, located at 315 E. Acequia Avenue, Visalia, California, 93291, Owner in fee of the property, that the work of improvement on the property described as:

STONEBROOK PARK SHADE STRUCTURE DESIGN & INSTALLATION SERVICES (PROJECT NO. 3880-72000/CP0763-999) under the contract agreement entered into with Bakersfield Paving, Inc., dated 04/15/2024, as a whole was completed on 7/29/2025, and the City of Visalia hereby accepts said work.

Christopher Crawford, City Engineer and agent of the City of Visalia, deposes and says that he has read said Notice of Completion and knows the contents thereof, and that the same is true of his own knowledge; that he makes this affidavit for and on behalf of the City of Visalia.

_____
Date

CITY OF VISALIA

BY _____
Christopher Crawford
City Engineer

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

State of California
County of Tulare

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
Date

_____
Notary Signature

Figure 1 - Completed Stonebrook Park Playground Shade Structure Project: 5 – 12 Play Structure

Figure 2 - Completed Stonebrook Park Playground Shade Structure Project: Swing Set Area

Visalia City Council

Staff Report

File #: 25-0613 **Agenda Date:** 1/20/2026 **Agenda #:** 20.

Agenda Item Wording:
Park project notice of completion - Request authorization to file a notice of completion for the Sunset Park shade structure design and installation services project.

Prepared by: Daryl Tillman, Park Maintenance Supervisor 713-4435 daryl.tillman@visalia.gov; Ivan Nicar, Parks and Facilities Manager 713-4564 ivan.nicar@visalia.gov; Jason Glick, Parks and Recreation Director 713-4042 jason.glick@visalia.gov

Department Recommendation: Staff recommends that the City Council authorize the filing of a notice of completion for the Sunset Park shade structure design and installation services project with Bakersfield Paving, Inc.

Summary:
The scope of work included the design and installation of a freestanding shade structure. The contract was awarded to Bakersfield Paving Inc. at the April 15, 2024, City Council Meeting in the amount of $151,039.84

Background Discussion:
On March 12 and March 19, 2024, the City solicited bids by advertising in the Visalia Times-Delta and posting the request for proposals (RFP) on Bid-Net. The City also emailed RFP notices to contractors on the City's construction projects list to participate in this bid process.

Two mandatory pre-bid meetings were held on March 27 and March 28, 2024, at Sunset Park, attended by several contractors. During these meetings, staff reviewed the bid specifications, discussed the mandatory requirements established by the California Department of Industrial Relations, and addressed questions from contractors. Additional questions were submitted by contractors following the meetings, which staff carefully reviewed and responded to in a separate addendum.

On April 11, 2024, the City received two proposals from Bakersfield Paving Inc. and Anchor 41 Construction. A selection committee was formed and convened on April 30, 2024. The committee conducted a two-part review of the proposals. In the first phase, proposals were evaluated against the design criteria established in RFP #23-24-12G. The committee determined that the submissions from Bakersfield Paving Inc. and Anchor 41 Construction represented the top two designs and met the RFP's design criteria. Staff then submitted the results to the purchasing division, and the sealed cost proposals were released to the selection committee for review.

The committee reconvened on May 8, 2024, to evaluate the cost proposals. It was concluded that the Bakersfield Paving Inc. proposal met the requirements of RFP #23-24-12G and the needs of the community.

Fiscal Impact: The fiscal impact for the Sunset Park shade structure design and installation services project is included in the American Rescue Plan Act (ARPA) funding. A total of $3,900,000.00 was budgeted for park improvements in Fund 388 (Project No. 3880-72000/CP0763-999). There have been no change orders associated with the Sunset Park Project.

Sunset Park Playground Shade Structure Design and Installation Services Project CIP 3880-72000/CP0763-999

Fund 388 - ARPA Fund	$151,583.81
Actual Construction Costs	
Bakersfield Paving Inc.	$151,039.84
Legal Advertisement	$57.43
Building Permit	$486.54
Total Project Costs	$151,583.81

Prior Council Action: April 15, 2024 - City Council authorized the City Manager to award and enter into a construction contract with Bakersfield Paving Inc. for the Sunset Park shade structure design and installation services project.

Other: None

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of a notice of completion for the Sunset Park shade structure design and installation services project with Bakersfield Paving, Inc.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: Draft notice of completion, site photos

Recording requested by and
Please mail instrument to:

City of Visalia
315 E. Acequia Ave.
Visalia, CA 93291
Attn: City Engineer

This instrument benefits City only. No fee required per Government Code Section 6103

Project
Notice of Completion

NOTICE IS HEREBY GIVEN by the City of Visalia, a Municipal Corporation of the State of California, located at 315 E. Acequia Avenue, Visalia, California, 93291, Owner in fee of the property, that the work of improvement on the property described as:

SUNSET PARK SHADE STRUCTURE DESIGN & INSTALLATION SERVICES (PROJECT NO. 3880-72000/CP0763-999) under the contract agreement entered into with Bakersfield Paving, Inc., dated 04/15/2024, as a whole was completed on 7/29/2025, and the City of Visalia hereby accepts said work.

Christopher Crawford, City Engineer and agent of the City of Visalia, deposes and says that he has read said Notice of Completion and knows the contents thereof, and that the same is true of his own knowledge; that he makes this affidavit for and on behalf of the City of Visalia.

_____
Date

CITY OF VISALIA

BY _____
Christopher Crawford
City Engineer

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

State of California
County of Tulare

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
Date

_____
Notary Signature

Figure 1 - Completed Sunset Park Playground Shade Structure Project: Swing Set Area

Figure 2 - Completed Sunset Park Playground Shade Structure Project: 2-5 and 5-12 Play Structure

Visalia City Council

Staff Report

File #: 25-0614 **Agenda Date:** 1/20/2026 **Agenda #:** 21.

Agenda Item Wording:
Park project notice of completion - Request authorization to file a notice of completion for the Village Park shade structure design and installation services project.

Prepared by: Daryl Tillman, Park Maintenance Supervisor 713-4435 daryl.tillman@visalia.gov; Ivan Nicar, Parks and Facilities Manager 713-4564 Ivan.nicar@visalia.gov; Jason Glick, Parks and Recreation Director 713-4042 jason.glick@visalia.gov

Department Recommendation: Staff recommends that the City Council authorize the filing of a notice of completion for the Village Park the shade structure design and installation services project with Bakersfield Paving, Inc.

Summary:
The scope of work included the design and installation of a freestanding shade structure. The contract was awarded to Bakersfield Paving Inc. at the April 15, 2024, City Council Meeting in the amount of $98,702.34.

Background Discussion:
On March 12 and March 19, 2024, the City solicited bids by advertising in the Visalia Times-Delta and posting the Request for Proposals (RFP) on Bid-Net. The City also emailed RFP notices to contractors on the City's construction projects list to participate in this bid process.

Two mandatory pre-bid meetings were held on March 27 and March 28, 2024, at Village Park, attended by several contractors. During these meetings, staff reviewed the bid specifications, discussed the mandatory requirements established by the California Department of Industrial Relations, and addressed questions from contractors. Additional questions were submitted by contractors following the meetings, which staff carefully reviewed and responded to in a separate addendum.

On April 11, 2024, the City received three proposals from three proposers. A selection committee was formed and convened on April 30, 2024. The committee conducted a two-part review of the proposals. In the first phase, proposals were evaluated against the design criteria established in RFP #23-24-12C. The committee determined that the submissions from Bakersfield Paving Inc. and Zoom Recreation represented the top two designs and met the RFP's design criteria. Staff then submitted the results to the purchasing division, and the sealed cost proposals were released to the selection committee for review.

The committee reconvened on May 8, 2024, to evaluate the cost proposals and concluded that the Bakersfield Paving Inc. proposal met the requirements of RFP #23-24-12C and the needs of the community.

Fiscal Impact: The fiscal impact for the Village Park shade structure design and installation services project was part of the American Rescue Plan Act (ARPA), of which $3,900,000.00 was budgeted for park improvements in fund 388 (Project No. 3880-72000/CP0763-999). There have been no change in orders associated with the Village Park project.

Village Park Playground Shade Structure Design and Installation Services Project CIP 3880-72000/CP0763-999

Fund 388 - ARPA Fund	$98,702.34
Actual Construction Costs	
Bakersfield Paving Inc.	$98,158.37
Legal Advertisement	$57.43
Building Permit	$486.54
Total Project Costs	$98,702.34

Prior Council Action: April 15, 2024 - Council authorized the City Manager to award and enter into a construction contract with Bakersfield Paving Inc. for the Village Park shade structure design and installation services project.

Other: None

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize filing of a notice of completion for the Village Park shade structure design and installation services project with Bakersfield Paving, Inc.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: Draft Notice of Completion, site photo

Recording requested by and
Please mail instrument to:

City of Visalia
315 E. Acequia Ave.
Visalia, CA 93291
Attn: City Engineer

This instrument benefits City only. No fee required per Government Code Section 6103

Project
Notice of Completion

NOTICE IS HEREBY GIVEN by the City of Visalia, a Municipal Corporation of the State of California, located at 315 E. Acequia Avenue, Visalia, California, 93291, Owner in fee of the property, that the work of improvement on the property described as:

VILLAGE PARK SHADE STRUCTURE DESIGN & INSTALLATION SERVICES (PROJECT NO. 3880-72000/CP0763-999) under the contract agreement entered into with Bakersfield Paving, Inc., dated 04/15/2024, as a whole was completed on 7/29/2025, and the City of Visalia hereby accepts said work.

Christopher Crawford, City Engineer and agent of the City of Visalia, deposes and says that he has read said Notice of Completion and knows the contents thereof, and that the same is true of his own knowledge; that he makes this affidavit for and on behalf of the City of Visalia.

_____
Date

CITY OF VISALIA

BY _____
Christopher Crawford
City Engineer

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State of California
County of Tulare

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
Date

_____
Notary Signature

Figure 1 - Completed Village Park Playground Shade Structure Project

Visalia City Council

Staff Report

File #: 25-0616 **Agenda Date:** 1/20/2026 **Agenda #:** 22.

Agenda Item Wording:
Park project notice of completion - Request authorization to file a notice of completion for the Whitendale Park shade structure design and installation services project.

Prepared by: Daryl Tillman, Park Maintenance Supervisor 713-4435; daryl.tillman@visalia.city Ivan Nicar, Parks and Facilities Manager 713-4564; ivan.nicar@visalia.gov Jason Glick, Parks and Recreation Director 713-4042; jason.glick@visalia.city

Department Recommendation: Staff recommend that the City Council authorize the filing of a notice of completion for the Whitendale Park shade structure design and installation services project with Bakersfield Paving, Inc.

Summary:
The scope of work included the design and installation of a freestanding shade structure. The contract was awarded to Bakersfield Paving Inc. at the April 15, 2024, City Council Meeting in the amount of $119,704.19.

Background Discussion:
On March 12 and March 19, 2024, the City solicited bids by advertising in the Visalia Times-Delta and posting the Request for Proposals (RFP) on Bid-Net. The City also emailed RFP notices to contractors on the City's construction projects list to participate in this bid process.

Two mandatory pre-bid meetings were held on March 27 and March 28, 2024, at Whitendale Park, attended by several contractors. During these meetings, staff reviewed the bid specifications, discussed the mandatory requirements established by the California Department of Industrial Relations, and addressed questions from contractors. Additional questions were submitted by contractors following the meetings, which staff carefully reviewed and responded to in a separate addendum.

On April 11, 2024, the City received three proposals from three proposers. A selection committee was formed and convened on April 30, 2024. The committee conducted a two-part review of the proposals. In the first phase, proposals were evaluated against the design criteria established in RFP #23-24-12E. The committee determined that the proposals submitted by Bakersfield Paving Inc. and Zoom Recreation represented the top two designs and met the RFP's design criteria. Staff then submitted the results to the purchasing division, and the sealed cost proposals were released to the selection committee for review.

The committee reconvened on May 8, 2024, to review the cost proposals and concluded that the Bakersfield Paving Inc. submission met the requirements of RFP #23-24-12E and the needs of the

community.

Fiscal Impact: The fiscal impact for the Whitendale Park shade structure design and installation services project is included in the American Rescue Plan Act (ARPA) funding. A total of $3,900,000.00 was budgeted for park improvements in fund 388 (Project No. 3880-72000/CP0763-999). There have been no change orders associated with the Whitendale Park project.

Whitendale Park playground shade structure design and onstallation services project CIP 3880-72000/CP0763-999

Fund 388 - ARPA Fund	$120,248.16
Actual Construction Costs	
Bakersfield Paving Inc.	$119,704.19
Legal Advertisement	$57.43
Building Permit	$486.54
Total Project Costs	$120,248.16

Prior Council Action: April 15, 2024 - City Council authorized the City Manager to award and enter into a construction contract with Bakersfield Paving Inc. for the Whitendale Park shade structure design and installation services project.

Other: None

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of a notice of completion for the Whitendale Park shade structure design and installation services project with Bakersfield Paving, Inc.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: Draft notice of completion, site photo

Recording requested by and
Please mail instrument to:

City of Visalia
315 E. Acequia Ave.
Visalia, CA 93291
Attn: City Engineer

This instrument benefits City only. No fee required per Government Code Section 6103

Project
Notice of Completion

NOTICE IS HEREBY GIVEN by the City of Visalia, a Municipal Corporation of the State of California, located at 315 E. Acequia Avenue, Visalia, California, 93291, Owner in fee of the property, that the work of improvement on the property described as:

WHITENDALE PARK SHADE STRUCTURE DESIGN & INSTALLATION SERVICES (PROJECT NO. 3880-72000/CP0763-999) under the contract agreement entered into with Bakersfield Paving, Inc., dated 04/15/2024, as a whole was completed on 7/29/2025, and the City of Visalia hereby accepts said work.

Christopher Crawford, City Engineer and agent of the City of Visalia, deposes and says that he has read said Notice of Completion and knows the contents thereof, and that the same is true of his own knowledge; that he makes this affidavit for and on behalf of the City of Visalia.

_____
Date

CITY OF VISALIA

BY _____
Christopher Crawford
City Engineer

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

State of California
County of Tulare

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
Date

_____
Notary Signature

Figure 1 - Completed Whitendale Park Playground Shade Structure Project

Visalia City Council

Staff Report

File #: 25-0621 **Agenda Date:** 1/20/2026 **Agenda #:** 23.

Agenda Item Wording:
Side letter agreement with employee group - Adopt a side letter agreement approving the proposed changes to the Confidential Group Compensation and Benefit Summary and authorize the City Manager to execute same.

Prepared by: Shonna Oneal, Administrative Services Director, Shonna.Oneal@visalia.gov, 713-4053, Amy Powell, Human Resources Manager, Amy.Powell@visalia.gov, 713-4300

Department Recommendation: It is recommended that the Visalia City Council authorize the City Manager to execute and implement a side letter agreement approving the proposed changes to the Confidential Group Compensation and Benefit Summary. The changes will be documented in a side letter agreement until labor negotiations are undertaken in 2027, at which time they will be incorporated into the City of Visalia Confidential/ Unrepresented Group Compensation and Benefit Summary.

Summary:
An oversight in the Confidential Group Compensation and Benefit Summary was discovered and brought to Council in Closed Session on December 5, 2025. It is being corrected with a side letter agreement, along with other small changes to circumstances in the agreement, including a title change for the Communications and Brand Manager and the addition of the Fire Deputy Chief position and the corresponding benefits associated with that position, until they can be incorporated into the City of Visalia and the City of Visalia Confidential/ Unrepresented Group Compensation and Benefit Summary after the next labor negotiations.

Background Discussion:
It recently came to Staff's attention that there was a likely oversight in the compensation and benefit summary related to the longevity pay approved for the Battalion Chief classification. All sworn fire personnel in Group G (Fire) are eligible for longevity pay based on all of their sworn, paid, full-time experience. However, the addition of "all experience," not just experience with the City of Visalia, was negotiated with Group G after the Confidential Group agreement was reached. All of Group G (Fire) members receive this compensations. All current and recent Battalion Chiefs receive full longevity pay based on their experience with the City of Visalia.

However, the Confidential Group agreement includes full pay for all experience for the Police Captains, and the City Manager believes, based on the conversations at the time, that the Council intended to have all Battalion Chiefs receive the same longevity provision, although at a reduced rate, 2% per five years' experience versus 2.5% per year for Police. The omission was not caught at the time of the negotiations. The City Manager requested that this issue be corrected now, prior to the hiring of the new Battalion Chief. Without this correction, there will be a real issue with compaction.

Although it is unusual for Staff to propose a mid-cycle revision to an agreement; given that this was a perceived oversight, the City Manager has requested this correction now.

The side letter agreement also includes other small changes to circumstances in the agreement, including the addition of the Fire Deputy Chief and a title change for the Communications and Brand Manager. Staff recommends that all proposed changes be included in the revised side letter agreement.

Staff met with or talked with the members of the Confidential Group, informed them of the proposed changes, the rationale for the unusual mid-cycle revision, and their right to question or protest the changes. They were asked to contact the Human Resources Manager by the end of the day on Tuesday, December 2, 2025, if they have any concerns. No such concerns were raised. They were also told they would receive a copy of the side letter agreement if approved by Council.

Fiscal Impact: No fiscal impact associated with adopting this side letter agreement. The current budget includes the longevity pay calculation.

Prior Council Action: 12/05/2025

Other: N/A

Alternatives: Maintain the agreement in its current form and have an issue of compaction between the new Battalion Chief and some of the Fire Captains.

Recommended Motion (and Alternative Motions if expected):
I move to adopt a side letter agreement approving the proposed changes to the Confidential Group Compensation and Benefit Summary and authorize the City Manager to execute same.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: Proposed side letter agreement Between the City of Visalia and the Confidential/ Unrepresented Group

SIDE LETTER
BETWEEN THE CITY OF VISALIA AND
THE CONFIDENTIAL/UNREPRESENTED GROUP
January 2026

Representatives of The City of Visalia ("City") and the Confidential/Unrepresented Group have met and conferred and reached agreement on this Side Letter Agreement to the 2024-2027 Confidential/Unrepresented Group Compensation and Benefit Summary. The following provisions of this Side Letter Agreement represent the mutual understanding and consent of both parties. Except as modified below, all other terms of the 2024-2027 Confidential/Unrepresented Group Compensation and Benefit Summary shall remain unchanged.

SECTION 1, Application of the Compensation and Benefit Summary shall be amended as follows:

1. APPLICATION:

- Updated Communications Manager to Communications & **Brand** Manager effective June 1, 2024
- Added **Deputy Fire Chief** effective December 28, 2024.

SECTION 3, Wages and Other Related Issues, Longevity Pay, of the Compensation and Benefit Summary shall be amended as follows:

3. WAGES AND OTHER RELATED ISSUES

Longevity Pay:
Excluding Police Captains, Deputy Fire Chief, and Battalion Chiefs:
Confidential/Unrepresented Group employees are eligible for longevity pay based on all years of full-time service with the City of Visalia as a percentage of base wages. **The longevity pay is cumulative (maximum of 8%) and will be paid bi-weekly** at the following intervals:

- 2.0% at 5+ years
- 2.0% at 10+ years
- 2.0% at 15+ years
- 2.0% at 20+ years

Deputy Fire Chief and Battalion Chiefs are eligible for longevity pay based on all years of service with the City of Visalia as a percentage of base wages. The longevity pay is cumulative (maximum of 8%) and will be paid biweekly at the following intervals:

- **2.0% at 5+ years**
- **2.0% at 10+ years**
- **2.0% at 15+ years**
- **2.0% at 20+ years**

Prior full-time paid firefighter experience (excludes part-time, paid call, volunteer, reserve, seasonal, extra help, etc.) may be counted toward years of service in determining longevity pay for Deputy Fire Chief and Battalion Chiefs.

Police Captains are eligible for longevity pay based on all years of full-time service with the City of Visalia as a percentage of base wages. **The longevity pay is cumulative (maximum of 10%) and will be paid bi-weekly** at the following intervals:

- 2.5% at 5+ years

- 2.5% at 10+ years
- 2.5% at 15+ years
- 2.5% at 20+ years

Prior full-time law enforcement officer experience (**excludes part-time, paid call, volunteer, reserve, seasonal, extra help, etc.)** may be counted toward years of service in determining longevity pay for Police Captains.

SECTION 4, Allowances for Work Related Expenditures, Uniforms and Uniform Maintenance, of the Compensation and Benefit Summary shall be amended as follows:

4. ALLOWANCES FOR WORK RELATED EXPENDITURES

Uniforms and Uniform Maintenance:

- **Deputy Fire Chief** and Fire Battalion Chief**s**: The City currently provides the necessary uniforms, boots and safety equipment as needed to perform the job. The City also currently provides uniform cleaning.
- Police Captain: Employees receive an annual uniform allowance of $1,100 for the provision and maintenance of appropriate uniforms and equipment. Police Captains are responsible for acquiring, cleaning, and replacing uniforms as necessary. The uniform allowance is calculated and paid bi-weekly as part of regular payroll.

SECTION 5, Paragraph D, Employee Benefits and Retirement, Public Safety Employees Title (Fire Battalion Chiefs and Police Captains) of the Compensation and Benefit Summary shall be amended as follows:

California Public Employees Retirement System (PERS)

Miscellaneous Employees

For employees hired before May 11, 2008, the City shall maintain in effect the 3% @ 60 PERS Retirement Program. Employees hired on or after May 11, 2008 and prior to May 21, 2011 are covered under the 2.5% @ 55 PERS plan. Employees hired on or after May 21, 2011 and prior to January 1, 2013 are covered under the 2% @ 60 PERS plan. Employees hired on or after January 1, 2013 (who do not meet the definition of a CalPERS "classic" employee) are covered under the 2% @ 62 PERS plan. PERS defined classic employees may be covered under the 2% @ 60 plan. Final compensation for PERS retirement purposes is calculated based on the three highest earning years.

Employees who meet the definition of a CalPERS classic employee will contribute the full employee PERS contribution. Classic employees also pay an additional 4% retirement contribution as cost sharing of the employer contribution. Total contribution for a classic employee will not exceed 12% unless required by legislation or negotiated otherwise.

Employees hired on or after January 1, 2013 (who do not meet the definition of a CalPERS classic employee) are defined as "new members" by CalPERS and contribute the full employee contribution as determined by CalPERS. These employees also contribute an additional 4% retirement contribution as cost sharing of the employer contribution.

The City currently provides the optional in-service death benefit (Pre-retirement Optional Settlement 2 Death Benefit, section 21548) for all Confidential Group employees, which provides the surviving spouse the same retirement benefit as if the employee had retired at the time of death.

Public Safety Employees (**Deputy Fire Chief**, Fire Battalion Chiefs and Police Captains)

For employees hired before February 26, 2011, the City shall maintain in effect the 3% @

50 PERS Retirement Program with final compensation for PERS retirement purposes calculated based on the single highest earning year. Employees hired on or after February 26, 2011 and prior to January 1, 2013 will be covered in the 3% @ 55 PERS plan and final compensation for PERS retirement purposes will be calculated based on an average of the three highest earning years. Employees hired on or after January 1, 2013 (who do not meet the definition of a CalPERS "classic" employee) will be covered in the 2.7% @ 57 PERS plan and final compensation for PERS retirement purposes will be calculated based on an average of the three highest earning years.

Employees who meet the definition of a CalPERS classic employee will contribute the full employee PERS contribution. Classic employees also pay an additional 3% retirement contribution as cost sharing of the employer contribution. Total contribution for a classic employee will not exceed 12% unless required by legislation or negotiated otherwise.

Employees hired on or after January 1, 2013 (who do not meet the definition of a CalPERS classic employee) are defined as "new members" by CalPERS and contribute the full employee contribution as determined by CalPERS. These employees also contribute an additional 3% retirement contribution as cost sharing of the employer contribution.

The City currently provides the optional in-service death benefit (Pre-retirement Optional Settlement 2 Death Benefit, section 21548) for all Confidential Group employees, which provides the surviving spouse the same retirement benefit as if the employee had retired at the time of death.

SECTION 6, Paragraph F, Leaves of Absences, of the Compensation and Benefit Summary shall be amended as follows:

6. LEAVES

F. Leaves of Absence

Confidential/Unrepresented Group employees shall be provided Leaves of Absence consistent with City of Visalia policies and all State and Federal laws. **Deputy Fire Chief**, Fire Battalion Chiefs and Police Captains shall also be entitled to leave in accordance with Section 4850 of the California Labor Code for an on-the-job injury.

The parties by and through their authorized agents and representatives agree to the terms of this Side Letter Agreement subject to the adoption or ratification of this Agreement by the Visalia City Council.

The Side Letter Agreement is executed on January __, 2026

FOR THE CITY:

_____

Leslie Caviglia, City Manager

Visalia City Council

Staff Report

File #: 25-0627 **Agenda Date:** 1/20/2026 **Agenda #:** 24.

Agenda Item Wording:
Fiscal Year 2026-27 federal congressional community project funding requests - Approve the submittal of federal congressional community project funding requests for the upcoming 2026-27 fiscal year.

Deadline for Action: 1/20/2026

Submitting Department: Administration

Contact Name and Phone Number:
John Lollis, Assistant City Manager, John.Lollis@visalia.gov, (559)713-4323

Department Recommendation:
Staff recommends that the City Council approve the submittal of three (3) federal congressional community project funding requests for the upcoming 2026-27 Fiscal Year, including $4 million for the Shirk Street Capacity Enhancing Project, $4 million for the Law Enforcement Training Facility, and $1 million for the development of the Visalia Industrial Park Employment Resource Center.

Background Discussion:
With the second session of the 119th United States Congress having begun on January 5, 2026, preparations are beginning to be made by the Offices of both Congressman Costa and Fong to begin receiving federal congressional community project funding (CPF) requests (commonly known as earmarks), which provide direct federal funding to selected projects.

In the 2023-24 Fiscal Year, the City requested $3.5 million and received CPF funding of $700,00 from Congressman Costa for the development of Groundwater Recharge Basins. In the 2024-25 Fiscal Year, the City requested $3 million and received tentative CPF funding of $2 million from Congressman Fong for the Tulare Avenue Safety Improvement Project, and requested $5 million and received tentative CPF funding of $850,000 from Congressman Costa for the Downtown Main Street Improvement Project, however, both CPF requests were ultimately not funded due to the lack of an adoption of a federal budget.

In the current 2025-26 Fiscal Year, the City requested $4 million from Congressman Costa for the Riggin Avenue Capacity Enhancing Project between Akers and Roeben Streets, $3 million from Congressman Costa for the Downtown Main Street Improvement Project, $3 million from Congressman Fong for the Tulare Avenue Safety Improvement Project, $3 million from Congressman Fong for the Eastside Regional Park Groundwater Recharge Basins, $1 million from Congressman Fong and Senators Padilla and Schiff for the Tulare County Event Barricade System, and $3 million from Senators Padilla and Schiff for the Hydrogen Plant and Bus Fueling Station Project. Congressman Costa supported the Riggin Avenue Project request and the City has received tentative CPF funding of $250,000 pending Congressional funding bill approval, and Congressman

Fong supported the Groundwater Recharge Basins Project request and the City has received tentative CPF funding of $2 million pending Congressional funding bill approval. Although Senator Padilla supported the Event Barricade System and Senator Schiff supported the Hydrogen Project, the Senate Appropriations Committee did not select either project for funding.

The City is seeking to continue the Shirk Street Capacity Enhancement Project south of State Route 198 to improve traffic flow and support future growth, involving roadway widening and improvements including center median, curb, gutter, sidewalks, bike lanes, lighting and signalization, landscaping, as well as utility upgrades involving the installation of storm drain lines. Shirk Street is considered to have regional significance within Tulare County, which $5 million in Measure R Regional funds have been designated by the Tulare County Association of Governments (TCAG) for the project. The project area is within Congressman Fong's representative district, which with an estimated total cost of $20 million for the project segment, staff recommends the submittal of a CPF request of $4 million to Congressman Fong for consideration of support.

Both Congressman Costa and Fong have expressed interest in supporting a CPF for Visalia in support of the Visalia Police Department, which the development of a new Law Enforcement Training Facility and new indoor shooting range is planned for the next phase of the Civic Center. The estimated cost of the new facility is approximately $5 million, including necessary equipment. The federal guidelines for CPF requests specifically prohibits the use of funds for construction but does allow for the equipping of facilities. In the current 2025-26 Fiscal Year, there are three (3) CPF requests for shooting ranges in other jurisdictions that have been funded between $1 million and $3 million.

Congressman Costa has expressed his interest in supporting the City's proposed reuse of the Tulare County Office of Education's (TCOE) Doe Complex as an Employment Resource Center within the growing Visalia Industrial Park considering the significant employment opportunities the businesses provide for residents across the region. The Doe Complex reuse project focuses on enhancing Visalia's ability to grow and retain primary jobs in the Industrial Park by providing a "one stop" resource center that would serve existing and prospective Industrial Park employees, enhancing existing employers' ability to attract and retain skilled workers while also expanding equitable access to industrial career ladders. This project aims to break barriers to upskilling in partnership with existing companies which leverages a strong business retention and expansion focus that will aid in business attraction efforts.

Congressman Costa has expressed particular interest in the proposed development of an extended-hour childcare facility at the Employment Resource Center to be operated by TCOE's Early Childhood Education (ECE) Program. The ECE Program found that almost seventy percent (70%) of Tulare County parents need childcare to go to work, especially during non-traditional hours, and that twelve percent (12%) need ECE to attend school or receive training. Improvements to the facility for preliminary childcare services include the conversion of office space, installation of an outdoor playground, and perimeter fencing, and are estimated at $1 million.

The City's lobbyist has recommended to limit each CPF request to no more than $4 million, which as evidenced by previous CPF requests, final CPF awards are generally significantly reduced. CPF requests will likely begin to be received by Congressional Offices in March.

Fiscal Impact:

Any CPF funding supported and received will greatly assist in the implementation of projects. If the City is awarded funds, staff will return to Council to appropriate at that time.

Prior Council Action:
January 21, 2025: Fiscal Year 2025-26 federal congressional community project funding requests (File No. 24-0462)

Other: None

Alternatives: The City Council could modify the amount requested and/or project selected for the submission of a CPF request or decline to submit requests

Recommended Motion (and Alternative Motions if expected):
I move to approve the submittal of three (3) federal congressional community project funding requests for the upcoming 2026-27 Fiscal Year, including $4 million for the Shirk Street Capacity Enhancing Project, $4 million for the Law Enforcement Training Facility, and $1 million for the development of the Visalia Industrial Park Employment Resource Center.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: N/A

Visalia City Council

Staff Report

File #: 25-0606 **Agenda Date:** 1/20/2026 **Agenda #:** 1.

Agenda Item Wording:
Public Hearing and Ordinance Adoption - Public Hearing, second reading and final adoption of Ordinance No. 2025-16 for the 2025 CA Building Code.

Prepared by:
Jason Huckleberry, Director of Engineering and Building Dept, (559) 713-4495,
Jason.huckleberry@visalia.gov

Department Recommendation:
Staff recommends that the City Council receive information and initiate the second reading of Ordinance No. 2025-16 to adopt all components and recommended appendices of the 2025 California building code updates including the 2025 California Administrative Code, 2025 California Referenced Standard code, 2025 California Building Code, 2025 California Plumbing Code, 2025 California Mechanical Code, 2025 California Electric Code, 2025 California Historical Building Code, 2025 California Existing Building Code, 2025 California Residential Code, 2025 California Green Building Standards Code, and 2025 California Energy Code. The recommended action will adopt building code updates as recently mandated by the State of California.

Summary:
Pursuant to California Government Code Section 50022.3 the Building Safety Division within the Engineering and Building Department is presenting information on the proposed modifications to the City Municipal Code Chapter 15. Staff is recommending that Council hold the second reading of the ordinance and adopt the 2025 CA Building Code.

The adoption process is to repeal the present ordinance chapter and replace it with the current Code as required by the State with specific appendices or local amendments recommended by City staff. The recommended ordinance includes the adoption of various Appendices of the Codes that have also been adopted by the State Building Standards Commission and the California Department of Housing and Community Development, reference the paragraph below. No local amendments to the Codes are being recommended. Local jurisdictions are required by State law to implement these State of California mandated codes. In order to comply with State law, the Building Safety Division recommends adoption of the following appendices as adopted by the State Building Standards Commission and the California Department of Housing and Community Development:

- 2025 California Building Code appendix B: Board of Appeals, C: Group U - Agricultural Buildings, F: Rodent proofing, H: Signs, I: Patio Covers, J: Grading, P: Sleeping Lofts and Q: Emergency Housing

- 2025 California Residential Code appendix BF: Patio Covers, BB: Tiny Houses, BJ; Strawbale Construction, CK: Areas Protected By The Facilities Of The Central Valley Flood Protection Plan, and CJ: Emergency Housing.

- 2025 California Mechanical Code appendix B: Procedures to be followed to Place Gas Equipment into operation, and C: Installation and testing of oil (liquid) fuel-fired equipment.

- 2025 California Plumbing Code appendix A: Recommended Rules of Sizing the Water Supply system, B: Explanatory Notes on Combination Waste & Vent systems, D: Sizing Storm Water Drainage Systems, H: Private Sewage Disposal Systems, I: Installation Standards and J: Combination of Indoor and Outdoor Combustion and Ventilation Opening Design.

- 2025 California Electrical Code Annexes A, B and C

- 2025 California Green Building Standards Code appendix A4: Residential Voluntary Measures, A5: Nonresidential Voluntary Measures.

All appendices recommended for adoption were previously adopted in past code adoption cycles except for:

- 2025 CA Building Code - Appendix P: Sleeping Lofts
    - This is a new appendix added to the Code for 2025
    - Addresses sleeping lofts, specifically their design, including limitations on floor area and ceiling height, requirements for a permanent means of egress (like stairs or ladders), and safety features such as smoke and carbon monoxide alarms and ventilation. Key provisions include a maximum floor area of 70 square feet and specific ceiling height rules for the loft and its means of egress.

- 2025 CA Electrical Code - Appendix C
    - Appendix C provides tables for conduit, tubing, and cable tray fill for conductors and fixture wires of the same size.

Background Discussion:
Every three years, the State adopts new codes (known collectively as the California Building Standards Code) to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems, and fire and life safety systems. These codes have been updated for 2025, the prior update was in 2022, and the attached ordinance is being passed to update the references in the Visalia Municipal Code to the applicable statewide standards.

On July 1, 2025 the State of California, Building Standards Commission published the 2025 California Administrative Code, 2025 Referenced Standard Code, 2025 California Building Code (CBC), 2025 California Plumbing Code (CPC), 2025 California Mechanical Code (CMC), 2025 California Electric Code (CEC), 2025 California Historical Building Code, 2025 California Existing Building Code, 2025 California Residential Code (CRC), 2025 California Green Building Standards

Code (CAL Green), and 2025 California Energy Code.

Fiscal Impact:
No adverse impacts on City. There are likely, but unknown, cost impacts to private construction projects. All staff training to ensure expertise in the new code change is already taken into consideration in division budgets.

Prior Council Action:
December 15, 2025 - Council held a public hearing for the first reading of Ordinance 2025-16 for the adoption of the 2025 CA Building Code.

December 5, 2022 - The City Council approved the current 2022 Building Code update.

Other: N/A

Alternatives:
The 2025 Building Codes become effective as determined by the State of California regardless of the City's adoption, apart from the additional appendices adopted by the City.

Recommended Motion (and Alternative Motions if expected):
I move to accept the second reading and approve Ordinance No. 2025-16 for the 2025 California Building Code for adoption.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: Ordinance 2025-16 - Building Code

ORDINANCE NO. 2025-16
AN ORDINANCE OF THE CITY OF VISALIA
TO REPEAL AND REPLACE CHAPTERS 15.04, 15.06, 15.08, 15.20, 15.24, 15.28, 15.36, 15.64, 15.68, 15.72, and 15.76 OF THE VISALIA MUNICIPAL CODE, BUILDINGS AND CONSTRUCTION ORDINANCE

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

Section 1. Consistent with its control over municipal affairs and the powers vested in the City of Visalia through the California Constitution and its Charter, the City of Visalia is authorized to secure and promote the public health, comfort, safety and welfare of its citizenry. The City Council of the City of Visalia finds that the revisions to Chapters 15.04, 15.06, 15.08, 15.20, 15.24, 15.28, 15.36, 15.64, 15.68, 15.72, and 15.76 of the Visalia Municipal Code as set forth below are necessary to promote the public health, safety and welfare of the citizens of the City of Visalia. The existing Visalia Municipal Code Chapters 15.04, 15.06, 15.08, 15.20, 15.24, 15.28, 15.36, 15.64, 15.68, 15.72, and 15.76 are hereby repealed and replaced as follows below, it is noted that specific findings based on local climatic, topographical or geological conditions, pursuant to Health and Safety Code, sections 17958.7 and 18941.5, that support the adoption of the appendices and amendments described below are included in Section 2 of this Ordinance:

15.04.10 Adoption of the 2025 California Administrative Code.

A. That certain administrative code, in book form known and designated as the 2025 California Administrative Code, California Code Regulations Title 24 Part 1, Published by International Code Council, is adopted as the technical Administrative Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.

2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

15.06.10 Adoption of the 2025 California Referenced Standards Code.

A. That certain referenced code, in book form known and designated as the 2025 California

Referenced Standards Code, is adopted as the technical Referenced Standards Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.
2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

15.08.10 Adoption of the 2025 California Building Code.

A. That certain building code, in book form known and designated as the 2025 California Building Code, Title 24, Part 2, Volumes 1 and 2, and published by The International Code Council, is adopted as the Building Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.
2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

B. Included specifically are 2025 California Building Code Appendices B (Board of Appeals), C (Group U – Agricultural Buildings), F (Rodent proofing), H (Signs), I (Patio Covers), J (Grading), P (Sleeping Lofts) and Q (Emergency Housing).

C. Reference is made to three copies of the 2025 California Building Code, one copy filed in the office of the city clerk and two copies filed in the office of Building Safety Division of the city,

which are now filed for full particulars of said Building Code.

15.20.10 Adoption of the 2025 California Plumbing Code.

A. That certain plumbing code, in book form known and designated as the 2025 California Plumbing Code, Title 24, Part 5 as Published by the International Association of Plumbing and Mechanical Officials prepared and published by the International Association of Plumbing and Mechanical Officials, based on the 2024 Uniform Plumbing Code adopted as the plumbing code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

   1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.

   2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

B. Included specifically are 2025 California Plumbing Code Appendix A (Recommended Rules for Sizing the Water Supply System), B (Explanatory Notes on Combination Waste & Vent Systems), D (Sizing Storm Water Drainage Systems), H (Private Sewage Disposal Systems), I (Installation Standards), and J (Combination of Indoor and Outdoor Combustion and Ventilation Opening Design)

C. Section 808.0 of said California Code is amended to read as follows:

   Section 808.0, Cooling Water. Discharge of cooling water into the sanitary sewer system is prohibited. Refer to Section 13.08.500 of City of Visalia Municipal Code (Prohibition on Unpolluted Water).

D. Reference is made to three copies of the 2025 California Plumbing Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said Plumbing Code.

15.24.10 Adoption of 2025 California Mechanical Code.

A. That certain mechanical code, in book form known and designated as the 2025 California Mechanical Code, Title 24, part 4 as Published by the International Association of Plumbing

and Mechanical Officials, based on the 2024 Uniform Mechanical, adopted as the mechanical code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein, including the appendices, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.
2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

B. Included specifically are 2025 California Mechanical Code Appendix B (Procedures to be followed to Place Gas Equipment into operation) and C (Installation and testing of oil (liquid) fuel-fired equipment).

C. Reference is made to three copies of the 2025 California Mechanical Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said Mechanical Code.

15.28.10 Adoption of the 2025 California Electrical Code.

A. That certain electrical code, in book form known and designated as the 2025 California Electrical Code, Title 24, Part 3, Published by BNI Productions, Inc. based on the 2023 National electrical code, copyright 2022 National Fire Production Association, is adopted as the Electric Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase, or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause, or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.

2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

B. Included specifically are 2025 California Electrical Code Annexes A, B and C.

C. Reference is made to three copies of the 2025 California Electrical Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said electrical code.

15.36.10 Adoption of the 2025 California Historical Building Code.

A. That certain building conservation code, in book form known and designated as the 2025 California Historical Building Code, California code and Regulations Title 24, part 8 as prepared and published by the International Code Council, is adopted as the Historical Building Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

B. Reference is made to three copies of the 2025 California Historical Building Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said 2025 California Historical Building Code.

15.64.10 Adoption of the 2025 California Residential Code

A. That certain residential buildings code in book form known and designated as the 2025 California Residential Code, as prepared and published by the International Code Council is adopted as the Residential Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

1. Any person who shall violate any of the provisions of the code adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such order as affirmed or modified by the city attorney based on a recommendation of the building official or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively be guilty of a misdemeanor, or infraction as determined by the city attorney.

2. Such violation shall be subject to penalties in accordance with Section 1.12.010.

B. Included specifically are the 2025 California Residential Code Appendix BF (Patio Covers), BB (Tiny Houses), BJ (Strawbale Construction), CK (Areas Protected by the Facilities of the

Central Valley Flood Protection Plan), and CJ (Emergency Housing).

C. Reference is made to three copies of the 2025 California Residential Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said 2025 California Residential Code.

15.68.10 Adoption of the 2025 California Green Building Standards Code.

A. That certain green standards building code in book form known and designated as the 2025 California Green Building Standards Code, as prepared and published by the International Code Council is adopted as the Green Building Standards Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

B. Included specifically are the 2025 California Green Building Standards Code Appendix A4 (Residential Voluntary Measures), and A5 (Nonresidential Voluntary Measures) including Tiers 1 & 2 which will remain voluntary measures.

C. Reference is made to three copies of the 2025 California Green Building Standards Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said 2025 California Green Building Standards Code.

15.72.10 Adoption of the 2025 California Energy Code

A. That certain energy standards code in book form known and designated as the 2025 California Energy Code, as prepared and published by the International Code Council is adopted as the Energy Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

B. Reference is made to three copies of the 2025 California Energy Code one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said 2025 California Energy Code.

15.76.10 Adoption of the 2025 California Existing Buildings Code

A. That certain existing buildings code in book form known and designated as the 2025 California Existing Buildings Code, as prepared and published by the International Code Council is adopted as the Existing Buildings Code of the city, to all intents and purposes and to the same effect as if each and every section, paragraph, word, phrase or clause contained therein were fully set forth herein, except for those deletions, modifications, and amendments set forth below. If any section, subsection, sentence, clause or phrase of this chapter is for any reason,

held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

B. Reference is made to three copies of the 2025 California Existing Buildings Code, one copy filed in the office of the city clerk and two copies filed in the office of building safety division of the city, which are now so filed for full particulars of said 2025 California Existing Buildings Code.

Section 2. Pursuant to Health and Safety Code, sections 17958.7 and 18941.5 because of local climatic, topographical or geological conditions the City of Visalia hereby finds that the following appendices and code section amendments are necessary. It is noted that these appendices and code section amendments are referenced above, but are also listed below to clarify that they have been found to be necessary and that they have been added by the City of Visalia:

A. The following appendices and code sections are adopted by reference as necessary due to the local climatic, topographical, or geologic conditions, which are described in further detail in this Section 2:

- 2025 California Building Code Appendices B (Board of Appeals), C (Group U – Agricultural Buildings), F (Rodent proofing), H (Signs), I (Patio Covers), J (Grading), P (Sleeping Lofts) and Q (Emergency Housing).
- 2025 California Plumbing Code Appendix A (Recommended Rules for Sizing the Water Supply System), B (Explanatory Notes on Combination Waste & Vent Systems), D (Sizing Storm Water Drainage Systems), H (Private Sewage Disposal Systems), I (Installation Standards), and J (Combination of Indoor and Outdoor Combustion and Ventilation Opening Design)
- Section 808.0 of the 2025 California Plumbing Code was amended to prevent the discharge of cooling water into the sanitary sewer system. Refer to Section 13.08.500 of City of Visalia Municipal Code (Prohibition on Unpolluted Water).
- 2025 California Mechanical Code Appendix B (Procedures to be followed to Place Gas Equipment into operation) and C (Installation and testing of oil (liquid) fuel-fired equipment).
- 2025 California Residential Code Appendix BF (Patio Covers), BB (Tiny Houses), BJ (Strawbale Construction), CK (Areas Protected by the Facilities of the Central Valley Flood Protection Plan), and CJ (Emergency Housing).

B. The City of Visalia has found the following concerning local climatic conditions, specifically extreme temperatures, support the adoption of the listed appendices and code amendments:

- As documented in the Visalia General Plan Visalia is characterized as having an “inland Mediterranean” climate. High temperatures are also contributors to ozone formation, and summer high temperatures often exceed 100ºF with an all-time high of 115ºF averaging 275 sunny days per year. Climate models predict a 4ºF temperature increase in the next 20 to 40 years, with an increase in the number of long dry spells (Visalia: 2010). Data shows that during the months of July and August, Visalia's daily

high temperature has averaged in excess of 94ºF as compared to San Francisco with an average of 67ºF and San Diego having an average of 74ºF. Though Health & Safety Code § 17958.7 does not require the local conditions to be unique to a particular jurisdiction, the temperatures experienced in Visalia are extreme as compared to temperatures experienced in other parts of California.

- The City notes that these temperatures cause frequent use of cooling water during these times of high heat and in order to avoid disruptions with the City's sanitary sewer system that could be caused by cooling water discharges over the long period of high heat in Visalia the City has amended Section 808.0 to prevent the discharge of cooling water into the sanitary sewer system.

- The local climatic condition, high summer temperatures, results in patio covers being common in the City of Visalia to provide shade around homes. The City has determined to adopt 2025 California Building Code Appendix I and 2025 California Residential Code Appendix BF (Patio Covers) to regulate these types of improvements.

- The Heat Stress Index published by the Federal Emergency Management Agency in its publication entitled Emergency Incident Rehabilitation sets forth the stress placed on the human body when exposed to various temperatures and humidity. A note under the Heat Stress Chart states that 10 degrees should be added to the temperature when protective clothing is worn and an additional 10 degrees should be added when the person is standing in direct sunlight. According to this chart, a person exposed to temperatures between 90 and 105 degrees is subject to heat cramps and heat exhaustion if exposure to these temperatures is prolonged and there is physical activity. A person exposed to temperatures of 105 to 130 degrees is likely to experience heat cramps and heat exhaustion. Furthermore, heat stroke is possible if exposure is prolonged and there is physical activity. A person exposed to temperatures above 130 degrees or greater faces a high risk of suffering from heat stroke.

- The high levels of potential heat stress that can occur during the summer periods in Visalia raised concerns by the City for emergency responders, which supports the City's adoption of the 2025 California Mechanical Code Appendix B and Appendix C concerning the installation of equipment that could lead to serious emergency incidents if installed incorrectly, and 2025 California Residential Code, Appendix BJ, concerning straw bale construction.

C. As documented below the City of Visalia makes the following findings concerning local geological conditions, specifically water supply and water pressure, that support the adoption of the listed appendices:

- The Visalia area is an arid area that receives an average of 11 inches of precipitation per year occurring primarily in the winter months. Furthermore, Visalia relies completely on groundwater for its water supply and the groundwater basin it is located within and has been found to be in overdraft by the State of California.

- Due to the hot, dry summers in the Visalia area, domestic water demand can substantially reduce the ability of the public water system to dependably provide

service, which supports the adoption of the referenced appendices to the 2025 California Mechanical Code needed to prevent serious emergency incidents.

- The adoption of 2025 California Plumbing Code Appendix A, Appendix B, Appendix I and Appendix J are necessary to prevent the loss of scarce water resources in the City of Visalia that could be caused by incorrect water supply facility installations.

D. In addition, the City of Visalia makes the following findings concerning local climatic/topographical conditions, specifically air quality caused by the topography of the San Joaquin Valley air basin, number of sunny days, and inversions that form during winter months, that support the adoption of the listed appendices:

- As a result of the San Joaquin Valley's climate and topography, the San Joaquin Valley Air Basin (SJVAP) is predisposed to poor air quality. High mountain ranges surrounding the Valley frequently create air layer inversions that prevent mixing of air masses. The large number of sunny days per year, and high temperatures in the summer favors the formation of ozone. In the winter, inversions form that often trap particulate matter

- The Federal Environmental Protection Agency and the California Air Resources Board have classified the San Joaquin Valley Air Basin as severe non-attainment for ozone and serious non-attainment (federal) non-attainment (state) for PM10. Ozone is formed by a complex series of chemical reactions between reactive organic gases (ROG), oxides of nitrogen and sunlight. PM10 is suspended particulate matter that is less than 10 microns in size. Given its small size, PM10 can remain airborne for long periods and can be inhaled, pass through the respiratory system, and lodge in the lungs. In general, nonattainment means that the federal standard has been exceeded more than twice per year.

- Due to the local topographic conditions that impact air quality the City of Visalia is concerned over activities that can cause additional particulate matter through dust or fire and has determined it is appropriate to adopt 2025 California Building Code Appendix J, Grading, and 2025 California Residential Code Appendix BJ concerning Strawbale Construction.

E. City makes the following findings concerning local topographical conditions, specifically the City of Visalia’s development pattern, that supports the adoption of the listed appendices:

- There is a relatively low-density growth pattern in the Visalia area, Visalia is in an area with a high level of agriculture that contributes heavily to the local economy and the agricultural uses surround the community. As Visalia has expanded it sometimes annexes areas that were remain used for agriculture. This local topographic condition has resulted in areas consisting of former rural developments being incorporated into the City with areas of mixed rural and urban usage along with rural uses being immediately adjacent to urban uses.

- This local topographical condition supports the City’s adoption of 2025 California Building Code Appendix C Group U – (Agricultural Buildings) and Appendix F (Rodent Proofing).

- The City's local topographical condition, its development pattern has led to numerous areas of residential housing being built on large lots, that are now available for use as secondary rental units or multigenerational homes on the same lots by building a small accessory dwelling unit, due to this local topographic condition, the City finds that the adoption of 2025 California Residential Code Appendix BB (Tiny Houses) and 2025 California Building Code Appendix P (Sleeping Lofts) are needed to oversee potential construction of this type of housing.

- The City also finds that this local topographic condition, existing rural development that has been incorporated into the City of Visalia, has led to numerous private sewer systems within the city limits. The City of Visalia has a public sewer system and has recently spent over one hundred million dollars updating its wastewater treatment plant, but still needs to deal with older homes and private sewage disposal systems. Therefore, the City has determined that it is appropriate for it to adopt 2025 California Plumbing Code Appendix H (Private Sewage Disposal Systems).

F. The City of Visalia makes the following findings concerning the local topographic, geographical, and climatic conditions of potential flooding within Visalia:

- The Federal Emergency Management Agency (FEMA) provides maps that estimate flood hazards throughout the United States and areas within the City of Visalia have been found to be considered by FEMA to be high risk for flooding.

- It is noted that the City of Visalia is located near the large alluvial fan formed by the Kaweah River and its distributary channels, historically the City of Visalia has flooded several times since it was founded in 1852, although the construction of the Terminus Dam on the Kaweah River in 1962 has drastically reduced the risk of flooding, flooding is still a possibility within the City of Visalia.

- Due to the possibility of flooding within the City of Visalia due to the local topographic, geographical, and climatic conditions, the City has adopted 2025 California Building Code Appendix Q (Emergency Housing), 2025 California Plumbing Code Appendix D (Sizing of Storm Water Drainage Systems), 2022 California Residential Code Appendix CK (Areas Protected by the Facilities of the Central Valley Flood Protection Plan) and CJ (Emergency Housing) is necessary and appropriate.

- It is noted that the potential for flooding is magnified by the flat topography of Visalia, when constructing buildings in the areas in order to avoid being designed within an elevation subject to flooding grading measures are employed to alter the base elevation. Due to this local condition that leads to grading during building construction the City of Visalia has determined that 2025 California Building Code Appendix J (Grading), should be adopted.

G. The City of Visalia makes the following findings concerning the local topographic, geographical, and climatic conditions of potential wildfire near Visalia that support the adoption of the listed appendices:

- The City of Visalia is located near the Sierra Nevada mountains, and due to the previously described dry and hot summers the hills and mountains can be susceptible to wildfires, during such fires, residents of these areas seeking shelter often travel to Visalia, which is the largest city in Tulare County, the City of Visalia has also been

utilized as a staging area for firefighting operations, which can require the emergency housing of firefighters.

- Due to these local topographic, geographical, and climatic conditions, nearby wildfires, the City of Visalia has adopted 2025 California Building Code Appendix Q (Emergency Housing) and Appendix P (Sleeping Lofts) and 2025 California Residential Code Appendix CJ (Emergency Housing) and notes that during these events, alternative forms of housing, such as tiny homes could supply housing, further supporting the City's decision to adopt 2025 California Residential Code Appendix BB (Tiny Homes).

Section 3. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Visalia hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days after final passage and adoptions but not earlier than January 1, 2026.

Section 6. That 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 2025-16 passed and adopted by the Council of the City of Visalia at a regular meeting held on January 20, 2026 and certify a summary of this ordinance will be published in the Visalia Times Delta.

Dated: LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0589 **Agenda Date:** 1/20/2026 **Agenda #:** 1.

Agenda Item Wording:
Upcoming City Council Meetings

Monday, February 2, 2026 @ 7:00 p.m. at 707 W. Acequia

Tuesday, February 17, 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.